

STATE OF GEORGIA)
)
COUNTY OF CHATHAM)

MEMORANDUM OF AGREEMENT

THIS AGREEMENT is entered into this ___ day of _____, 2024, between Chatham County Fire Department (hereinafter referred to as "the School") and **Effingham County Emergency Services** (hereinafter referred to as "the Clinical Experience Institution") to provide students in the EMT- B Emergency Medical Services program with related instruction and practice as a part of their training designed to benefit the students in accomplishing their goals.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, it is agreed as follows:

I. Affiliating Agreement

This is a mutual agreement between the administration of the Clinical Experience Institution and the School that provides for the Clinical Experience Institution to accept students in the Emergency Medical Services program's supervised clinical experience. In addition, this agreement makes for the following provisions:

1. Educational experience will be provided by the School and the Clinical Experience Institution without regard to race, creed, color, gender, or national origin of the persons involved.
2. The Clinical Experience Institution will serve as a clinical laboratory and will furnish facilities for the students in such manner and at such time as the parties herein mutually agree.
3. The Clinical Experience Institution will not be required to provide free treatment for injuries to students or instructors that occur during clinical assignments. Students or instructors may request treatment at personal expense.
4. The Clinical Experience Institution will retain responsibility for the care of the patients and will maintain administrative and professional supervision of students, insofar as their presence affects the operation of the hospital and/or patient care.
5. Clinical rotation will be planned by the faculty of the respective programs, in conjunction with the Clinical Experience Institution's representative, in order to meet requirements mandated by respective School, licensing/certification Board.
6. No instructor or student will receive monetary or other reimbursement from the Clinical Experience Institution for work done during the clinical rotation.

II. The Clinical Experience Institution recognizes that a training plan is to be followed and close supervision of the student will be needed and agrees:

1. To provide a variety of work experience for the student that will contribute to the attainment of their career objective.
2. To endeavor to utilize the student for at least the minimum listed number of hours each day and each week for the entire training period.
3. To assist in the evaluation of the student.
4. To provide time for consultation with the teacher-coordinator concerning the student and to discuss with the teacher-coordinator any difficulties the student may be having.
5. To provide instructional materials and occupational guidance for the student.
6. That no student be placed in office or facility in lieu of regular personnel. NO REMUNERATION is permitted.
7. That the Clinical Experience Institution does not assume liability for disease or injury in any manner and to any extent that a student or faculty member may receive during his/her experience at this facility.
8. To permit the student to attend or participate in any staff development program deemed advisable by the facility.
9. Participate in annual Clinical Facility Assessment.
10. Observe the following personnel policies:
 - a. Students to observe the clinical hours/days mutually agreed upon with the School. Permit faculty and student to observe the School calendar for holidays and events.
 - b. Student to be allowed to make up time lost due to unavoidable absences.
 - c. Students shall wear the accepted school uniform during clinical experience.

III. The School Agrees to:

1. To ensure that HIPAA training for each student is provided and acknowledged in writing.
2. To have students sign the clinical agreement and ride-a-long release form and provide a copy to Clinical Experience Institution.
3. Provide clinical instructors in accordance with the required student-instructor ratio as

mandated by the state licensing/certification agency or by the local Clinical Experience Institution regulation.

4. Assure that students with unsatisfactory performance (grade of less than C) in the classroom and/or clinical practicum will not be placed on clinical assignments.
5. Provide specific written clinical behavioral objectives for the Clinical Experience Institution staff prior to student rotation. Conferences will be scheduled with Clinical Experience Institution staff during rotation to discuss student learning, student performance and patient services.
6. Submit a schedule with names of affiliating students at least two weeks prior to the affiliation date.
7. Provide for all administrative functions required by the Clinical Experience Institution necessary for smooth operation of the program (i.e., joint review of the use of clinical facilities.)
8. Assure observance of Clinical Experience Institution policies and procedures by the student and faculty.
9. Assure that each student and faculty have professional liability insurance to cover their acts or omissions in the amount agreed upon by the School and Clinical Experience Institution.
10. Assure Students are mandated to carry "Student Liability Insurance", with a \$1 million incident, \$3 million aggregate
11. Assure that all students have the needed immunizations prior to starting clinical. These include IB, HVB (to have at least started the series), the flu vaccine if it is within the flu season time frame, DPT and MMR.

IV. Other Special Revisions as agreed to jointly.

1. The Clinical Experience Institution may request the School to withdraw any student whose work or conduct may have a detrimental effect on patients or personnel, and/or reserve the right not to accept any student who has previously been discharged by Clinical Institute for reasons that would make acceptance as an affiliate inexpedient.
2. The School may request the withdrawal of any student whose progress, achievement, or adjustment does not justify continuance in the School.

V. Term of Agreement.

This agreement shall be effective date and shall continue in effect until July 1, 2025, provided, however, that either party may terminate this agreement earlier upon 30 days' notice in writing to each other. If either party wishes to terminate this agreement, it is understood that students

enrolled in the program shall be given the opportunity to complete the full program that is currently in session at the time said notice shall be provided by either party.

VI. Additional Terms of Agreement

- Sovereign Immunity of Chatham County.** **By entering into and performing the terms of this agreement, the Chatham County does not in any way waive or otherwise impair its sovereign immunity from suit or the official immunity of its employees, officials, and agents, and no actions taken by Chatham County hereunder in the future (or which Chatham County fails to take) shall be deemed to so waive or impair Chatham County's sovereign immunity or the official immunity of its employees, officials, and agents, and neither Chatham County nor its employees, officials, or agents shall be estopped from asserting their sovereign immunity and governmental immunity, as the case may be, to the fullest extent granted by the Constitution and laws of the State of Georgia.**
- Governing Law; Venue.** This Agreement is prepared and entered into with the intention that the laws of the State of Georgia, exclusive of such state's rules governing choice of law, shall govern its construction. THE PARTIES FURTHER AGREE THAT ANY ACTION RELATING TO, OR ARISING OUT OF, THIS LEASE OR THE LEASED PROPERTY MAY BE INSTITUTED AND PROSECUTED IN THE COURTS OF THE COUNTY OF CHATHAM, STATE OF GEORGIA, OR THE U.S. DISTRICT COURT SITTING IN THE SOUTHERN DISTRICT OF GEORGIA, AND AGREE TO SUBMIT, AND DO HEREBY SUBMIT, TO THE PERSONAL JURISDICTION AND VENUE OF THE SAID COURTS OF THE COUNTY OF CHATHAM, STATE OF GEORGIA, OR THE U.S. DISTRICT COURT SITTING IN THE SOUTHERN DISTRICT OF GEORGIA (AS THE CASE MAY BE), AND DO FURTHERMORE EXPRESSLY AND SPECIFICALLY WAIVE ANY RIGHT THEY MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY SUCH LITIGATION.

IN WITNESS WHEREOF, Parties have executed this Memorandum of Agreement by causing their names to be hereunto subscribed by their duly authorized officers and by causing their official seal to be impressed hereon, all being done as of the day and year first above written.

EFFINGHAM COUNTY EMERGENCY SERVICES

(OFFICIAL SEAL)

By: _____
Chairman of the Board of Commissioners, Effingham Co.

Attest: _____

(OFFICIAL SEAL)

By: _____
Director of Emergency Services, Effingham Co.

Attest: _____

CHATHAM COUNTY FIRE DEPARTMENT

(OFFICIAL SEAL)

By: _____
James Vickers, Fire Chief

Attest: _____