

Memorandum of Understanding (MOU)

AFFILIATION AGREEMENT

Between

Effingham County Board of Commissioners

And the City of Pooler

Fire-Rescue, Training

Division

I. PARTICIPATING AGENCY

THIS AGREEMENT made and entered into this 28th day of September 2023 between **City of Pooler Fire-Rescue, , Training Division** hereinafter referred to as **Pooler Fire** and **Effingham County Board of Commissioners** hereinafter referred to as **EMS Service**.

II. PURPOSE OF AGREEMENT

It is mutually agreed that the purpose of this Agreement is to provide a comprehensive learning experience for participants (students) from the City of Pooler Fire-Rescue, within a clinical setting, in accordance with provisions of the guidelines set forth in this agreement.

III. GENERAL PROVISIONS OF AGREEMENT

- A. Both parties agree that there will be no distinction in employment or placement because of race, sex, color, creed, age, national origin, religion, marital status, disability or handicap and adhere to the provisions of Federal and State laws regarding discrimination.
- B. The EMS Service will provide, at the Participant's expense, emergency care for injuries or acute illness while on duty at the EMS Clinical Site in accordance with the provisions of this Agreement.
- C. The term of this Agreement shall be from its date of execution through December 31, 2024 and will automatically renew thereafter annually, provided, however, that either party shall have the right to terminate this Agreement upon 30 days written notice. However, currently participating students shall be given the opportunity to complete their affiliation for the remainder of the program/course they are currently participating.

IV. SPECIFIC RESPONSIBILITIES OF Pooler Fire.

- A. **Pooler Fire** shall designate a person or persons to coordinate and act as liaison with the appropriate EMS Service personnel.
- B. **Pooler Fire** shall provide **EMS Service** with a list of participants in the learning experience at least ten (10) business days before each program is to start.
- C. **Pooler Fire** shall insure that participants have the necessary didactic prerequisites to maximize the learning experience at the EMS Service.
- D. **Pooler Fire** shall insure that the participants comply with the provisions hereinafter set forth in Section VI of this Agreement.
- E. **Pooler Fire** does undertake and agree that it will indemnify and hold harmless the **EMS Service** and its officers, directors, employees, and agents, of any damages of any kind and by whomever and whenever made arising out of the activity of any participant or student supplied by **Pooler Fire** pursuant to this Agreement.
- F. **Pooler Fire** shall procure and maintain, during the term of this Agreement and any renewal, general liability insurance in the amount of no less than \$1,000,000/\$2,000,000 to cover any and all liability for claims arising out of the activities carried out under this Agreement.
- G. **Pooler Fire** agrees that the **EMS Service** will receive no less than thirty (30) days written notice prior to cancellation, modification, or non-renewal of any of the insurance coverages described herein. Participants who do not have patient contact (non-allied health participants) will not be required to be covered by professional liability insurance.
- H. **Pooler Fire** will provide training to all faculty and students on infection control practices as required by CFR1910.1030
- I. **Pooler Fire** will provide verification to the **EMS Service** that all students have received HBV vaccine, TB test results within 12 months, measles, mumps, rubella, and chicken pox status, either proof of having had the disease or the appropriate vaccination, and a Tdap booster.
- J. **Pooler Fire** will provide training to all faculty and students on the HIPPA standards for the security of electronic health information

V. SPECIFIC RESPONSIBILITIES OF THE EMS SERVICE

It shall be the responsibility of the **EMS Service** to:

- A. Provide an appropriate orientation of participants in connection with its facilities and its policies and procedures.
- B. Provide opportunities for a learning experience with appropriate supervision.
- C. Retain ultimate responsibility for patient care even if a student gives that care.

- D. Designate a preceptor (or coordinator) from its staff to act as the liaison with **Pooler Fire** in this Agreement, as appropriate to the learning objectives.

VI. SPECIFIC RESPONSIBILITIES OF THE PARTICIPANT (Student)

It shall be the responsibility of the participant(s) assigned through this Agreement to:

- A. Comply with the policies and procedures of the **EMS Service**.
- B. Provide the necessary and appropriate uniform while on duty in the EMS Clinical Site.
- C. Obtain prior written approval of both parties to this Agreement before publishing any material related to the learning experience provided under the terms of the Agreement.
- D. Sign a "Hold Harmless Agreement" with the **EMS Service** prior to commencing his/her experience within the EMS Clinical Site.
- E. At all times wear the appropriated badge on every clinical and comply in all respects with the student requirements set forth in the requirements Sheets.

VII. REQUEST FOR WITHDRAWAL OF PARTICIPANT

The **EMS Service** shall reserve the right to request **Pooler Fire** to withdraw any participant from its facilities whose conduct or work with patients or personnel is not in accordance with the policies and procedures of the **EMS Service** or is detrimental to patients or others.

VIII. MODIFICATION OF AGREEMENT Modification of this Agreement

May be made by mutual consent of both parties, in writing, and attached to this Agreement and shall include the date and the signatures of parties agreeing to the modification.

IX. COPIES OF AGREEMENT

Copies of this signed Agreement shall be placed on file and be available at the Fire Department Headquarters of Pooler Fire and in the offices of **City of Pooler Fire-Rescue, Training Division** and **Effingham County Board of Commissioners**.

X. SIGNATURES TO AGREEMENT

A. Effingham County Board of Commissioners

1.Signed by: _____

2.Title: _____

3.Date: _____

B. City of Pooler Fire-Rescue, Training Division

1.Signed by: _____ 

2.Title: ASSISTANT FIRE CHIEF - TRAINING

3.Date: 10/4/2023