St. Petersburg College EMERGENCY MEDICAL SERVICES PROGRAM

FIELD INTERNSHIP AGREEMENT

THIS AGREEMENT made and entered into by and between the **BOARD OF TRUSTEES OF ST. PETERSBURG COLLEGE,** Post Office Box 13489, St. Petersburg, Florida, 33733, hereinafter referred to as the College, and **CITY OF MADEIRA BEACH,** 300 Municipal Drive, Madeira Beach, Florida 33708, hereinafter referred to as the Agency.

<u>WITNESSETH</u>

WHEREAS, the College offers an approved program of study in the field of Emergency Medical Services, and

WHEREAS, the College desires that its students obtain the necessary clinical and handson experience with the Agency in order to meet the requirements of the Emergency Medical Services program, and

WHEREAS, the Agency desires to cooperate with the College in implementing the abovestated objective.

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Agreement, the Agency and the College, by their duly constituted and authorized officers, agree as follows:

THAT the students enrolled in the above-named program and the faculty at the College may ride with fire rescue units of the Agency subject to the following mutually agreed conditions:

- 1. That neither the College nor the Agency will discriminate on the basis of race, color, ethnicity, religion, sex, age, national origin, marital status, pregnancy, sexual orientation, gender identity, genetic information, or against any qualified individual with disabilities in its employment practices or in the admission and treatment of students. The College and the Agency recognize that sexual harassment constitutes discrimination on the basis of sex and neither party will not tolerate such conduct.
- 2. The College will provide the Agency with a list of all students and instructors who will be assigned to fire rescue in the Emergency Medical Services Program.
- 3. The College will be responsible for assuring that the Agency is in receipt, from each student and instructor participating, of a signed release agreement. (An example of the release agreement to be provided is attached as Exhibit A. The student signs the release in triplicate; the original goes to the Agency, one copy is retained in the student's file and the third copy is retained by the student.)

- 4. The College through the Florida College System Risk Management Consortium (FCSRMC) shall obtain and maintain occurrence-type professional liability insurance coverage in amounts not less than \$2,000,000 per incident and \$5,000,000 annual aggregate covering the students and any faculty members for instruction/supervision of students only. The College shall provide a certificate of insurance to the Agency evidencing such insurance coverage if required by the Agency. Should any of the above-described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
- 5. Students who are employed by the Agency participating in the field internship while on duty are required to sign the "Process for On-duty Firefighters Accomplishing Student SPC Field Internship Ride Time" form attached hereto as Exhibit B.
- 6. The Agency reserves the right to withdraw its permission to allow participation of a particular student or instructor. Further, Agency reserves the right to withdraw its permission to all students or instructors in the program if and when it becomes apparent that: (1) the students or instructors are hindering the performance of the emergency medical personnel of the Agency; (2) the students or instructors are jeopardizing the health or safety of the patients or the emergency medical personnel; (3) the students or instructors are not cooperating with the emergency medical personnel; or (4) the students or instructors are subjecting themselves or the Agency's employees to liability for which no insurance has been provided.
- 7. The Agency shall provide to enrolled students of the College the opportunity for necessary clinical experience required for said program. Students shall undertake said clinical experience under supervision of the Agency's paramedic field preceptor. The number of students accepted under this program shall be agreed to by the parties for each term.
- 8. The Agency shall have ultimate responsibility for the care and treatment of the patient/client.
- 9. The Agency shall comply with students' privacy rights under federal and state laws regarding students' educational records.
- 10. The College and students shall comply with all applicable federal and state laws and regulations, and rules and policies of the Agency regarding the confidentiality of patient information.

THIS AGREEMENT shall become effective upon the date of signature of both parties, and shall be automatically renewed from year to year unless either party requests a change or termination thereof.

THIS AGREEMENT may be terminated upon the giving of written notice by either party to the other party thirty (30) days before the first day of August of any given year, PROVIDED, HOWEVER, such termination shall not become effective as to students already enrolled and participating in the program until they shall have had an opportunity to complete the program at the Agency to meet the course of study requirements for graduation. ANY NOTICE required or permitted to be given under this agreement shall be sufficient if in writing and sent by certified mail, return receipt requested, to either of the parties. Notice shall be effective upon compliance with this section.

THE UNDERSIGNED have the authority to enter into this agreement and to bind their respective institution or entity.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates hereinafter stated:

CITY OF MADEIRA BEACH

BOARD OF TRUSTEES OF ST. PETERSBURG COLLEGE

BY:

Name: Matthew Liao-Troth,

Title:__Vice President, Academic Affairs

Date: 12/4/23

BY:_____

BY:

Date:

Clara Van Blargan, City Clerk

James "Jim" Rostek, Mayor

Date:_____

General Counsel's Office: Appr. as to Form/Content HCps Appr. by ML on 11/29/23

BY:_____

Thomas J. Trask, City Attorney

Date:_____

EXHIBIT A

RELEASE AGREEMENT

WHEREAS, the BOARD OF TRUSTEES OF ST. PETERSBURG COLLEGE, hereinafter known as the "College," and the CITY OF MADEIRA BEACH, hereinafter known as the "Agency," have signed an agreement to allow students and instructors of the College who are enrolled in the Emergency Medical Services Program to participate in emergency medical services provided by the Agency, including riding in Agency vehicles and assisting when necessary in rendering emergency medical care; and

WHEREAS, _______, a ______ of St. Petersburg College, and a member of the Emergency Medical Services Program, hereinafter known as the "Participant," desires to participate in the above described program with the Agency; and

WHEREAS, the College has available a professional liability insurance policy for students and instructors enrolled in the Emergency Medical Services Program with limits of liability of \$2,000,000 each incident/\$5,000,000 annual aggregate.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the Agency's grant of permission to participate in the Emergency Medical Services Program of the Agency and to ride in Agency vehicles, the Participant hereby agrees as follows:

- 1. To enroll and pay the student fee for said professional liability insurance policy that is available to students or instructors during the entire period that she/he is participating in the program.
- 2. Not to participate in or become a party to any kind of claim, cause of action, demand or suit that may arise by his/her participating in the program in Agency vehicles against the Agency, its officers, employees, agents, and servants.
- 3. That Participant, for him or herself, his or her heirs and personal representatives, hereby assume all liabilities, risks, injuries and hazards incidental for participation in the Emergency Medical Services Program with the City of Madeira Beach Fire Department ("Program"), including to, from or during said Program. Participant acknowledges the fact that this Program may/or does involve physical contact or other conditions where injuries may occur, and recognizes and acknowledges that EMTs and paramedics can be and are often assigned duties which involve danger and exposure to hazardous or potentially fatal circumstances and serious risks of injury or death. EMT and paramedics duties involve emergencies or exposure to dangers which will not be avoided because of my presence. Participant does hereby waive, release and hold harmless the City of Madeira Beach, its officers, agents, employees, specifically including the individual fire department employees with whom Participant comes in contact with for any claim, demand, liability, suit, charge or compensation for loss or injury of any kind arising out of a loss or injury, including a losses or injuries arising from the negligence of the City of Madeira Beach, its officers, agents, employees, specifically including the individual fire department employees, participants and instructors of the Program. Participant assumes all risk of injury, liability and loss arising from my participation in or presence at said Program. Participant acknowledges that the City of Madeira Beach will not assume any costs relating to any injury Participant may suffer while involved in this Program. This waiver, release and indemnification is in consideration of the City of Madeira Beach permitting Participants participation in the Program. Participant acknowledges that absent this release, waiver and indemnification, the City of Madeira Beach and the individual fire department employees, EMTs and paramedics would not have offered or allowed me access to the Program because of unacceptable exposure to liability claims or expense of providing a program that is risk free.

4. That she/he is fully aware that she/he is not an employee of the Agency for any purpose, has no authority on behalf of the Agency, will receive no payment or benefits as a result of participation in the program, and inasmuch as she/he is not an employee of the Agency, she/he will not be entitled to worker's compensation benefits from the Agency as a result of the program.

IN WITNESS WHEREOF, the Participant has caused this Release Agreement to be executed this _ day of ______, 20____.

WITNESS:

(Participant's Signature)

EXHIBIT B

PROCESS FOR ON-DUTY FIREFIGHTERS ACCOMPLISHING STUDENT SPC FIELD INTERNSHIP RIDE TIME

- 1. Students will wear approved SPC EMS Program uniform as defined by the EMS Program Director. This includes Student ID badge during the entire time the firefighter is acting in student status, as well as wearing only the SPC EMS Student vest as required (not the agency vest) while in student status.
- 2. Ride time will not begin before 0800 hours and will end no later than 2300 hours on the same day. If requested by the station officer, ride time will end earlier. Instructor must be notified. SPC Paramedic students employed by participating community partners are permitted to perform 24-hour shifts, with the approval of the department Chief, EMS Chief, or department equivalent.
- 3. No SPC EMS student shall perform skills at the Advanced Life Support level except while in student status, and under the direct supervision of an approved college preceptor. Violation of this rule will result in immediate termination of the student from the EMS program.
- 4. Students shall never be with a patient by themselves; they will always be with their assigned preceptor.
- 5. In accordance with the SPC EMS department syllabus and handbook, students must complete a minimum of 364 hours of ride time to meet the program's field experience and internship requirements.
- 6. Attending field internship without turning in a schedule for approval in a timely manner **before** the requested shifts will not be allowed. According to SPC EMS Program policies, any changes to the prior-approved schedule (i.e., station change, preceptor change, or date change) must be approved verbally by the assigned instructor **before** the ride time. There will be no exceptions. This may require the student taking time off from work to accomplish the required hours in the assigned time period. If this is not done, the ride time will not count and the student will be disciplined, with possible termination from the EMS program.
- 7. In accordance with Florida administrative code 64J, students may complete up to 20% (72.8 hours) of the field internship experience to be done aboard an advanced life support permitted vehicle other than an ambulance.

Your behavior and cooperation will determine whether this shift based program will continue.

Student's printed name:	 	
Student's signature:		

Witness:_____

Date:
