



NO. 229A

HEALTH SCIENCE STUDENT(S) EXPERIENCE AGREEMENT

THIS AGREEMENT, is made and entered into by and between the **DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER STATE COLLEGE**, 3209 Virginia Avenue, Fort Pierce, Florida, 34981, hereinafter referred to as the **COLLEGE** and **MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS**, a political subdivision of the State of Florida, 2401 SE Monterey Road, Suite 313, Stuart, Florida 34996, hereinafter referred to as **LICENSED EMERGENCY MEDICAL SERVICES PROVIDER**.

WITNESSETH

The **LICENSED EMERGENCY MEDICAL SERVICES PROVIDER** hereby agrees to provide its facilities to the **COLLEGE** and the **COLLEGE** agrees to the usage of such facilities under the following conditions:

1. **PLANNING FOR STUDENT(S) INSTRUCTION** - The faculty and student(s) in Health Science programs, hereinafter referred to as **HEALTH PROGRAMS**, at IRSC may utilize the departments of the **LICENSED EMERGENCY MEDICAL SERVICES PROVIDER** for clinical experience. The student(s) is placed at the **LICENSED EMERGENCY MEDICAL SERVICES PROVIDER** for clinical experience and is not an employee of the **COLLEGE**. The faculty of IRSC will plan the days and hours for clinical experience. The appropriate staff at the **LICENSED EMERGENCY MEDICAL SERVICES PROVIDER** will be consulted as to the days and hours planned.
2. **SPECIFIC RESPONSIBILITIES OF THE LICENSED EMERGENCY MEDICAL SERVICES PROVIDER:**
 - a. To provide within available facilities student supervision, adequate classroom and conference space and the use of any available instructional materials.
 - b. To provide a suitable environment and opportunities for observation and clinical experience in patient care areas, clinics and in selected departments of the **LICENSED EMERGENCY MEDICAL SERVICES PROVIDER**.
 - c. The **LICENSED EMERGENCY MEDICAL SERVICES PROVIDER** has the overall authority over the facilities and grounds and for the safety of all persons therein.
 - d. The **LICENSED EMERGENCY MEDICAL SERVICES PROVIDER** shall immediately inform the **COLLEGE** of policy and procedure changes which affect the **COLLEGE'S** clinical experience program.
 - e. The **LICENSED EMERGENCY MEDICAL SERVICES PROVIDER** shall retain overall responsibility over patient care.

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- f. In case of accident or illness involving the student(s) while in the **LICENSED EMERGENCY MEDICAL SERVICES PROVIDER**, the **LICENSED EMERGENCY MEDICAL SERVICES PROVIDER** shall facilitate, if necessary, emergency treatment, at the student's(s') own expense.
 - g. To insure that students must be supervised and must not receive compensation for services provided as part of the clinical experience.
- 3. **SPECIFIC RESPONSIBILITIES OF THE COLLEGE:**
 - a. To provide assistance in the supervision and instruction of student(s) except on specific instances, which indicate that, other provisions should be made.
 - b. To coordinate through proper **LICENSED EMERGENCY MEDICAL SERVICES PROVIDER** channels the planning for clinical experience for **HEALTH PROGRAMS** and maintaining all records and reports related to student(s) clinical experiences
 - c. To comply with all existing policies of the **LICENSED EMERGENCY MEDICAL SERVICES PROVIDER**.
 - d. To coordinate with **LICENSED EMERGENCY MEDICAL SERVICES PROVIDER** the **HEALTH PROGRAM** student(s)' and clinical instructor(s)' participation in **HEALTH CARE FACILITY** orientation as required.
 - e. **COLLEGE** assumes ultimate responsibility for the educational experience and evaluation of **HEALTH PROGRAMS** student(s).
 - f. 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 student participants and any faculty members for instruction/supervision of students only. The **COLLEGE** shall provide a certificate of insurance to the **LICENSED EMERGENCY MEDICAL SERVICES PROVIDER** evidencing such insurance coverage if required by the **LICENSED EMERGENCY MEDICAL SERVICES PROVIDER**. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. If such coverage is provided on a claims-made basis, then such insurance shall continue throughout the term of this Agreement. For all insurance required, **COLLEGE** shall require the insurance carrier notify **HEALTH CARE FACILITY** at least thirty (30) days in advance of any cancellation or modification of such insurance policy.

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- g. **HIPAA Compliance.** COLLEGE agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, ("HIPAA"), and any regulations promulgated pursuant to HIPAA ("Regulations"). COLLEGE agrees not to use or further disclose any protected health information or individually identifiable health information (collectively, "PHI"), other than as permitted by this Agreement and the requirements of HIPAA or its Regulations. COLLEGE shall implement appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this Agreement. COLLEGE shall promptly report to **LICENSED EMERGENCY MEDICAL SERVICES PROVIDER** any use or disclosure of PHI not provided for by this Agreement or in violation of HIPAA or its Regulations of which SCHOOL becomes aware. In the event COLLEGE, with **LICENSED EMERGENCY MEDICAL SERVICES PROVIDER'S** approval, contracts with any agents to whom COLLEGE provides PHI, COLLEGE shall include provisions in such agreements whereby COLLEGE and agent agree to the same restrictions and conditions that apply to COLLEGE with respect to such PHI. COLLEGE shall make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of Health and Human Services to the extent required for determining compliance with HIPAA and its Regulations. Notwithstanding the foregoing, no attorney-client, accountant-client, or other legal privilege shall be deemed waived by COLLEGE or **LICENSED EMERGENCY MEDICAL SERVICES PROVIDER** by virtue of this Section.
- h. COLLEGE shall provide evidence of worker's compensation for any employee furnished by the COLLEGE pursuant to this agreement. No student(s), instructor, or other person furnished the COLLEGE pursuant to this Agreement shall be considered an agent, employee, or borrowed servant of the **LICENSED EMERGENCY MEDICAL SERVICES PROVIDER**. Students are not employees of the COLLEGE or **LICENSED EMERGENCY MEDICAL SERVICES PROVIDER** and must not receive compensation for services provided as part of the clinical experience.
- i. **HEALTH OF PROGRAM PARTICIPANTS** – All **HEALTH PROGRAMS** student(s) shall pass a medical examination acceptable to **LICENSED EMERGENCY MEDICAL SERVICES PROVIDER** prior to their participation in the Program at **LICENSED EMERGENCY MEDICAL SERVICES PROVIDER**. COLLEGE and/or the **HEALTH PROGRAMS** student(s) shall be responsible for arranging for the **HEALTH PROGRAMS** student(s) medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the Program at **HEALTH CARE FACILITY**. In no event shall **LICENSED EMERGENCY MEDICAL SERVICES PROVIDER** be financially or otherwise responsible for said medical care and treatment. **HEALTH PROGRAMS** student(s) will present the following health records on the first day of their educational experience at

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student(s) will not be allowed to commence experiences until all records have been received.

- i. Tuberculin skin test within the past 12 months or documentation as a previous positive reactor; and
 - ii. Proof of Rubella and Rubeola immunity by positive antibody titers or 2 doses of MMR; and
 - iii. Varicella immunity, by positive history of chickenpox or proof of Varicella immunization; and
 - iv. Proof of Hepatitis B immunization or declination of vaccine, if patient contact is anticipated.
 - v. Proof of Tdap vaccine within the last 10 years.
 - vi. Proof of Influenza vaccination during the Flu season. October 1 to March 31 (or dates defined by CDC) or a signed Declination Form.
 - vii. In addition, evidence of a Negative 10-panel drug screen, performed upon admission to the college, or, closer to the start time of clinical rotations, will be provided to the LICENSED EMERGENCY MEDICAL SERVICES PROVIDER.
- j. **BACKGROUND CHECKS – COLLEGE** represents that it will timely conduct (or will timely have conducted) a background check on each **HEALTH PROGRAMS** student(s) at the **LICENSED EMERGENCY MEDICAL SERVICES PROVIDER**. Said background check shall include, at a minimum, the following:
- i. Social Security Number verification
 - ii. Criminal Search (7 years or up to 5 criminal searches)
 - iii. Employment verification to include reason for separation and eligibility for re-employment with employer for 7 years (not required for students younger than 21 years of age);
 - iv. Violent Sexual Offender and Predator Registry search;
 - v. HHS/OIG List of Excluded Individuals/Entities;
 - vi. GSA List of Parties Excluded from Federal PROGRAM;
 - vii. Education verification (highest degree received)
 - viii. U.S. Treasury, Office of Foreign Assets Control (OFAC), List of Specially Designated Nationals (SDN)
 - ix. Applicable State Exclusion List, if one.

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The background check for **HEALTH PROGRAMS** student(s) who are licensed or certified caregivers shall include the above, and in addition, shall include the following:

- i. Education verification (highest level);
- ii. Professional license verification
- iii. Certification and designations check;
- iv. Professional disciplinary action search;
- v. Department of Motor Vehicles driving history, based on responsibilities;
- vi. Consumer Credit Report, based on responsibilities.

Should the background check disclose adverse information as to any **COLLEGE'S** representative, **COLLEGE** shall immediately remove said **COLLEGE's** representative from the **HEALTH PROGRAMS**.

The **LICENSED EMERGENCY MEDICAL SERVICES PROVIDER** agrees to provide clinical facilities as an affiliate of the **COLLEGE** for the duration of clinical rotations for student(s) assigned to the facility.

The appropriate staff of the **LICENSED EMERGENCY MEDICAL SERVICES PROVIDER** and the faculty of the **HEALTH PROGRAMS** of the **COLLEGE** will cooperate in planning, implementing, and evaluating the clinical experience of the Health student(s) in their respective areas.

This Agreement shall be interpreted under the laws of the State of Florida.

Each party warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended. Each party has registered with and uses, and shall continue to use, the E-Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired employees. If either party has a good faith belief that the other party has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, said party shall terminate this Agreement with the violating party.

The parties shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law) in connection with this Agreement. Failure to comply shall be deemed a material default subject to termination as provided herein. To the extent that disclosure of information is required by law or regulation or applicable legal or regulatory process, either party shall give notice as is practicable to the other that such disclosure is required. If either party asserts any exemptions to disclosure pursuant to Florida's public record laws, that party has the burden of establishing and defending the exemption.

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Neither party shall discriminate in the assignment of student(s) on the basis of race, color, sex, religion, national origin, age, sexual orientation, disability, veteran or marital status.

This agreement shall be effective for indefinite duration, commencing upon date of signature of both parties. This agreement may be terminated by either party hereto upon written notice of intent to terminate commensurate to a period sixty (60) days prior to June 30th of any academic year; or upon closure of the **LICENSED EMERGENCY MEDICAL SERVICES PROVIDER** provided that all students currently enrolled in the program at the **HEALTH CARE FACILITY** at the time of notice of termination shall be given the opportunity to complete their clinical program at the **LICENSED EMERGENCY MEDICAL SERVICES PROVIDER**, such completion not to exceed six (6) months.

The undersigned, representing the institutions aforementioned, subscribe to the terms of this **AGREEMENT** and hereby affix their signatures.

ATTEST:

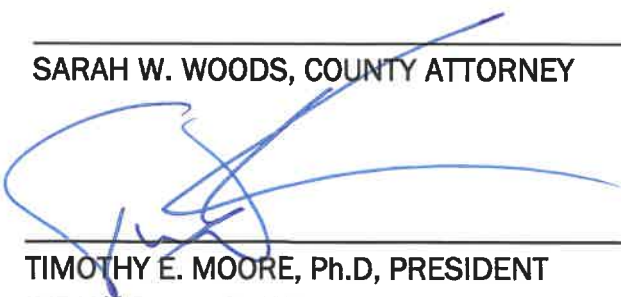
**BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA**

**CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER**

STACEY HETHERINGTON, CHAIR

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

SARAH W. WOODS, COUNTY ATTORNEY



**TIMOTHY E. MOORE, Ph.D, PRESIDENT
INDIAN RIVER STATE COLLEGE**

8/30/21

DATE