PARAMEDIC PROGRAM CLINICAL SITE AGREEMENT BETWEEN
FAULKNER STATE COMMUNITY COLLEGE
AND
City of Gulf Shores - Gulf Shores Fire Rescue

The purpose of this agreement is to guide and direct a working relationship between Faulkner State Community College and Gulf Shores Fire Rescue (hereinafter referred to as “GSFR”) in providing learning opportunities for paramedic students.

An agreement between Faulkner State Community College and GSFR will be effective from September 2015 through September 2016. The agreement shall be automatically renewed for an additional year unless either party requests a change or termination of the agreement, such changes or termination will be given in writing by either party thirty (30) days before the end of the term of the agreement. This agreement may be modified by mutual consent at any time or may be terminated by either party by submitting notice of such intent in writing at least six months in advance to include the beginning and the end of two consecutive academic semesters.

MUTUAL RESPONSIBILITIES

In order to provide facilities for Faulkner State Community College’s Paramedic Program students, both parties agree to:

1. Provide facilities for clinical education without regard to race, color, creed, sex, national origin, or on the basis of disability with regard to the parties involved.

2. Clinical assignments will be made by the faculty of Faulkner State Community College in consultation with the representative of GSFR.

3. The representative of the GSFR and the faculty of Faulkner State Community College will to cooperate in the concurrent and terminal evaluation of the teaching program.

4. The paramedic student, paramedic faculty, and paramedic professional will work together to maintain an environment, which provides quality patient care and quality student learning.

5. During the term of this agreement it is understood that both Faulkner State Community College and GSFR will carry professional liability insurance. Faulkner State Community College will provide professional liability
insurance that will insure Faulkner State Community College and its faculty, employees, agents, students and servants for any claims and/or damages resulting from the rendering of or failure to render appropriate professional services by the subject, faculty, employees, agents, students or servants thereof by any person for whose acts or omissions the subject individual(s) is/are claimed to be responsible, with limits of liability of not less than $1,000,000.00 for each occurrence and $3,000,000.00 in the annual aggregate. GSFR will provide professional liability insurance that will insure that GSFR and its employees, agents, and servants for any claims and/or damages, resulting from the rendering of or failure to render appropriate professional services by the subject employees, agents, or servants thereof or by any person whose acts or omissions the subject individual(s) is/are or is/are claimed to be responsible, with limits of liability of not less than $1,000,000.00 for each occurrence and $3,000,000.00 in the annual aggregate. Such insurance will be in force and in effect as set forth above during all times under this agreement, and as evidence of such insurance, the respective party will have issued to the other party a Certificate of Insurance at the time of the signing of this agreement and annually thereafter.

6. Any services provided by Faulkner State Community College are retained on an independent contractor basis, and all agents or employees of Faulkner State Community College who may participate in the performance of the agreement, are employed exclusively by Faulkner State Community College, and are not agents or employees of GSFR. Students of Faulkner State Community College are not considered to be employees of GSFR and are not entitled to worker’s compensation or similar benefits or other benefits that would regularly be employee benefits. GSFR shall not be liable to compensate or provide benefits (including, but not limited to, wages, employment taxes, worker’s compensation, sick leave, vacation or other fringe benefits) to any of the participants in the affiliation on the part of Faulkner State Community College.

7. Neither party will discriminate against any student on the basis of race, color, religion, sex, national origin or qualified disability pursuant to Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973.

8. The parties agree that in the event of any claim or litigation, which is alleged to arise out of this agreement, the parties will work in the defense of the litigation in that the parties will make available individuals as witnesses and will assist to assure that there is appropriate access to documents and information and individuals who may have knowledge about the alleged events.
RESPONSIBILITIES OF
FAULKNER STATE COMMUNITY COLLEGE

1. Work in accordance with all GSFR’s channels, procedures, and policies in making plans for observation and/or practice in paramedic care, which channels, procedures and policies shall be forwarded in writing to GSFR one month prior to each academic semester.

2. A paramedic instructor will be available for contact at all times students are performing their internships. A paramedic instructor will be intermittently entering the internship site to evaluate the student’s progress and performance. The instructor is there to observe but not to direct any care for patients. It is understood that Faulkner State Community College faculty is responsible for the education of the students and that GSFR is responsible for the services to patients, and since the students do provide care, there is some overlapping of functions.

3. Provide on a semester basis the number of students for whom clinical experiences are requested and the time periods in which GSFR is needed for such experience.

4. Assume full responsibility for administration of Faulkner State Community College and its programs and for the general authority, control, and supervision of the instructors in the program.

5. Participate in individual and group conferences as mutually agreed upon with representative of GSFR for the purpose of discussing the objectives of the learning experiences and student performance in caring for patients.

6. Abide by existing rules and regulations of GSFR, which shall be made available to Faulkner State Community College.

7. Require paramedic faculty and paramedic students to carry professional liability insurance.

8. Instruct students to provide their own equipment, such as stethoscope, as specified by GSFR.

9. Require faculty to have a current Paramedic license to practice in the State of Alabama.

10. Provide evidence that students have met the immunization requirements established by GSFR and required by accrediting agencies. A documented policy statement must be submitted with renewal agreement. GSFR shall instruct the students on any and all policies and procedures of
GSFR including policies and procedures relating to Standard Precautions against exposure to blood and body fluids.

11. Provide the following documentation concerning each student: verification of the student’s enrollment and good standing in the program; appropriate licensure; appropriate professional liability insurance; written evidence of a negative TB skin test within the past one year, or a chest x-ray within one year in the event of a positive TB skin test; written documentation of live measles vaccines or immunity to Rubella and Rubeola, with date and result, or written documentation of physician diagnosed Rubella and Rubeola infection; written documentation of varicella vaccine or physician diagnosed chicken pox (Varicella) or titer drawn from a reputable laboratory, with date and result; written documentation of a completed series for Hepatitis B vaccine or documentation of having begun the series or documentation of informed refusal of the vaccine; written documentation of a tetanus/diphtheria booster within the last 10 years; and to provide a health screening review or a health check list and verification of this prior to student’s clinical experience in facility as required by facility. Evidence of a drug-free drug screen will be provided if required by GSFR.

RESPONSIBILITIES OF GSFR

1. Retain absolute control over the organization, administration, operation and financing of its services. No provision in this agreement concerning GSFR’s responsibilities obligate GSFR to undertake any responsibility or to take or permit any action, which, in the opinion of GSFR, interferes with the efficient and orderly operation of the prehospital care unit. GSFR retains the right to remove any person, including student or faculty member, from the premises who is not, in the opinion of GSFR, in compliance with GSFR’s rules, regulations and bylaws, or who, in GSFR’s opinion interferes with its efficient and orderly operation or the rendering of the highest quality of patient care to GSFR’s patients.

2. Provide general care and supervision for the care of clients and other persons under medical observation of GSFR’s paramedics.

3. Make available to the student the operational facilities of the service.

4. Provide conference room space and use of any available instructional materials, insofar as is possible.

5. Provide and maintain, insofar as possible, qualified personnel in all prehospital areas.
6. Provide resources, opportunities, staff time, and cooperation in planning for the educational program with the paramedic faculty.

7. Provide, as needed, orientation of faculty members of Faulkner State Community College to the philosophies and policies of GSFR.

8. Assist the faculty in orienting Faulkner State Community College.

9. Provide basic reference material for GSFR’s Policy and Procedure Manuals and inform the faculty of changes in operation policies and procedures.

10. It is understood that GSFR is responsible for the services to patients and that the faculty of Faulkner State Community College is responsible for the education of the students, and since the students do provide paramedic care, there is some overlapping of functions.

11. GSFR shall provide emergency or first aid care to students of Faulkner State Community College who are injured while on site or on scene with GSFR. The individual student shall be responsible for payment of any services rendered.

**STUDENT SHALL:**

1. Be responsible for his/her own meals during clinical hours.

2. Abide by existing policies, rules and regulations of GSFR and Faulkner State Community College.

3. Assume responsibility for personal illness/injury occurring during clinical hours. Any cost incurred will be the responsibility of the student.

4. Be responsible for his/her own transportation to and from the internship site and during clinical hours.

5. Park in assigned parking areas.

6. Wear uniforms acceptable to Faulkner State Community College and GSFR during the clinical hours.

**INDEPENDENT CONTRACTOR RESPONSIBILITIES:**
1. It is recognized and agreed between the parties hereto that the facilities provided by GSFR or used by the students and faculty of Faulkner State Community College hereunder, are provided for the students for the field experience and training experience only which are a prescribed part of the curriculum of instruction the Faulkner State Community College for the qualification of students as nursing students. Any services provided by students and faculty hereunder, as part of the field experience or training at GSFR, will be provided to GSFR by and on behalf of Faulkner State Community College as independent contractors and not as agents, employees or servants of GSFR. Neither Faulkner State Community College, staff, faculty, nor students shall be eligible for any employee benefits of GSFR, as such are not GSFR employees but are staff, faculty or students of Faulkner State Community College and, as such, do not perform substantial services for GSFR.

2. Any services provided by GSFR personnel and/or employees, as part of the clinical experience, supervision or training at GSFR will be provided by and on behalf of GSFR as independent contractors and not as agents, employees or servants of Faulkner State Community College. Neither GSFR, staff, personnel, or employee shall be eligible for employee benefits of Faulkner State Community College as such are not Faulkner State Community College employees, agents or servants, but are staff, personnel, or employees of GSFR, and as such, do not perform substantial services for Faulkner State Community College.

**MISCELLANEOUS**

1. This agreement shall be binding upon GSFR and Faulkner State Community College as of the date of its execution and accordance with its terms.

2. This agreement has been executed and delivered in, and shall be construed and enforced in accordance with the laws of the State of Alabama,

3. No assignment of this agreement of the rights and obligations hereunder shall be made without prior written consent of the other party hereto, provided this agreement shall automatically be assigned to and inure to the benefit of any success or corporation or other organization operating in the EMS service area.

4. This agreement may be amended only by an instrument in writing, signed by both parties.
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