FIRE SCIENCE ARTICULATION AGREEMENT
Between
DISTRICT BOARD OF TRUSTEES of
BREVARD COMMUNITY COLLEGE, FLORIDA
and
FLORIDA STATE FIRE COLLEGE

THIS AGREEMENT is entered into by and between the District Board of Trustees of Brevard Community College, Florida, (hereafter BCC) and the Florida State Fire College (hereafter Fire College). This agreement provides fire fighters who have successfully completed FFP designated advanced fire fighting courses taught by the Florida State Fire College credit for those courses at Brevard Community College under the AS degree in Fire Science.

Fire College hereby agrees to the following:

1. The Fire College will submit to BCC on a yearly basis, a list of all fire science courses offered. The list will include the number and title of each course as well as a course description.

2. A representative from the Fire College will meet on an as needed basis with the BCC Fire Science Coordinator to confirm comparability between the Fire College courses and courses listed in the Statewide Course Numbering System as fire science courses in the Community College System. Fire College courses accepted under this articulation agreement must be comparable to Florida Community College System courses.

3. Instructors for the FFP designated advanced firefighting courses at the Fire College must possess at least an Associate in Science degree and an instructor's certificate commensurate to their experience and educational level. They must also possess a working knowledge of experience in the field they teach.

4. Only advanced firefighting courses taught by the Fire College are covered by this agreement.

5. Students completing advanced firefighting courses taught by the Fire College are required to attend class for 48 hours (8 hours of which may be offered as an off-site project), which will be considered equivalent to a three (3) credit class at a community college. Students are not allowed any absences unless the work is completed to the instructor's satisfaction. Students are required to complete work on their own after class, including at least one written assignment per course.

6. Students are required to receive a passing score and grade on a final exam given at the Fire College at the conclusion of each advanced firefighting class in order to receive a certificate of completion. At the request of a student desiring college credit for a completed course, the Fire College will transmit an official transcript indicating the title and number of the class completed, along with the final grade received by student, to Brevard Community College.
Articulation Agreement Between District Board of Trustees of Brevard Community College and Florida State Fire College

7. Students enrolled in advanced firefighting courses at the Fire College in Ocala will receive written information from the Fire College about this agreement, including information that lists the courses offered by the Fire College that may apply toward an AS degree with Florida Community Colleges. BCC will be designated as a prospective recipient college.

2.1 Brevard Community College hereby agrees to the following:

1. BCC agrees to award credit toward the AS degree in Fire Science for those courses meeting the requirements outlined above, subject to final acceptance by the BCC Fire Science Coordinator. The BCC Fire Science Coordinator will create and maintain a crosswalk equivalency table of the Fire College courses and BCC courses to ensure consistent transfer of coursework.

2. Students receiving credit for instruction completed at the Fire College will earn the same amount of credit as a BCC student receives for completion of the course at BCC. Approved advanced firefighting classes will be considered equivalent to a three (3) credit class. Courses will be placed on the student's record under the heading “FSFC – Florida State Fire College” with a grade of “S” and become part of his/her permanent academic transcript.

3. Prior to the awarding of credit by BCC, student must meet the following requirements:
   a. Make application for admission to BCC.
   b. Have all transcripts on file.
   c. Complete all placement testing.
   d. If applicable, have a copy of current occupational license or other documentation on file.
   e. Complete 15 credit hours of coursework applicable to the Associate in Science Fire Science Technology degree.

4. BCC will accept courses completed through the Fire College within three years of completion at the Fire College, as long as the course(s) met the current established criteria for approved courses at the time the courses were completed. Courses older than three years will be evaluated by the Credit by Exam process. A $50 fee will be assessed for each exam.

5. The BCC Fire Science Coordinator will meet at least annually with a Fire College representative to confirm comparability between Fire College courses and courses listed in the Statewide Course Numbering System as Fire Science courses in the Florida Community College System.

6. BCC will provide the Fire College, on a regular basis, a listing of courses offered by the Fire College that may apply to the AS Degree in Fire Science.

7. BCC will not reimburse the Florida State Fire College for any expenses since the Fire College is fully funded under state law for cost of instruction.
Agreement by both BCC and the Fire College:

1. This agreement will become effective immediately upon acceptance and signature by the Fire College and Brevard Community College. This agreement shall continue until such time as either the Fire College or Brevard Community College discontinue or revise the components. This agreement is subject to change in writing by the Fire College and Brevard Community College.

2. This Agreement shall be governed in accordance with the laws of the State of Florida.

3. Both parties will provide a certificate of insurance designating each party as a certificate holder.

Business Association Agreement

1.1 Definitions. The following definitions apply to this agreement:

   a. Disclosure means, with respect to Protected Health Information, the release, transfer, Provision of access to, or divulging in any other manner such information outside the entity that maintains the information.

   b. Protected Health Information or PHI means any individually identifiable health Information in any form, including information related to payment for health services provided by Facility.

   c. Use means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such information within the entity that maintains the information.

1.2 Nature of Agreement. The College performs and will perform the services or functions Listed under Specific Responsibilities of Brevard Community College set forth above. Subject to the terms and conditions of this Agreement and the HIPAA Privacy Standards, College may use Protected Health Information:

   a. As reasonably necessary for the purposes set forth above;

   b. For the proper management and administration of the College training program; and

   c. To carry out College's legal responsibilities.

2.1 Duties of College. College will comply in all material respects with the HIPAA Privacy Standards when using or disclosing Protected Health Information College receives directly or indirectly from Facility or in College's performance of its duties under this Agreement. In furtherance of the foregoing, College agrees to the following:
a. College will only use PHI to the extent to the extent necessary to perform its duties pursuant to this Agreement.

b. College will use and disclose the minimum PHI necessary to perform its duties to this Agreement.

c. College will reasonably safeguard the PHI from being used or disclosed except as permitted above.

d. College will promptly notify Facility when it uses or discloses the PHI other than as allowed above.

e. If College discloses PHI to any agents or subcontractor. College must ensure that such agents and subcontractors agree to comply with the restrictions, conditions and duties that apply to College in this Agreement. Within five (5) business days of request by Facility, College will make available to College certifications that each College’s agents and subcontractors have agreed to so comply with the restrictions, conditions and duties that apply to College in this Agreement.

f. Within five (5) business days of request by Facility, College will make available to Facility all of the PHI College maintains.

g. If requested, College will make available its policies and procedures and books and records relating to its uses and disclosures of the PHI to the Secretary of the Department of Health and Human Services so that the Secretary may determine whether Facility has complied with the HIPAA Privacy Standards.

h. When notified by Facility, College will make amendments or corrections to any of the PHI which College maintains.

i. When requested by Facility or upon termination of this Agreement, College will return to Facility all of the PHI, including copies in any form or alternatively if requested by Facility, destroy such PHI and all copies (and certify such destruction to Facility). If it is not feasible to return or destroy the PHI, College will follow the restrictions of this Agreement regarding the PHI retained and will limit further uses and disclosures to those purposes that make return or destruction infeasible.

j. Within fifteen (15) days of Facility’s request, College will provide to Facility an accounting of all College’s disclosures. College will maintain a process to provide this accounting of disclosures for as long as College maintains the PHI.

2.1 Remedies Upon Breach or Facility’s Suspcion of Breach. Upon breach or a suspected breach by College of a material term of this Agreement, Facility, at its option, may require College to:
a. Furnish to Facility copies of its practices and procedures and books and records to facilitate Facility's mitigation of damages arising from an improper use or disclosure of the PHI by College;

b. Exercise all reasonable efforts to retrieve improperly used or disclosed PHI;

c. Establish and adopt new practices, policies and procedures to ensure that the PHI is not used or disclosed in the future in violation of this Agreement or the HIPAA Privacy Standards;

d. Comply with all auditing or reporting requests by Facility to demonstrate College's compliance with the HIPAA Privacy Standards; and/or

e. Take such other actions as Facility may reasonably require.

1.5 Change of Law; Applicable Law. If any state or federal laws or regulations, now existing or enacted or promulgated after the effective date of this Agreement, are amended or interpreted by judicial decision, a regulatory agency or legal counsel to a party to indicate that any provision of this Agreement may be in violation of such laws or regulations, the parties will in good faith negotiate to amend this Agreement to ensure compliance with such laws or regulations. This Agreement and its validity, construction, and performance shall be governed in all respects by the laws of the state in which the Facility is located and by the HIPAA Privacy Standards.

1.6 Cooperation. College will fully cooperate with Facility and render such assistance as may be reasonably required in the event of litigation or administrative proceedings with respect to any violation or claimed violation of the HIPAA Privacy Standards or related laws.

Company Compliance Program and Code of Conduct

2.1 Facility's Compliance Program and Code of Conduct. College acknowledges that it has received a copy of the Facility's Code of Conduct. To the extent that the College is aware of any violation the College and its Representatives (e.g., employees/agents) shall immediately notify the Facility of any violations or suspected violations of the Code of Conduct, including violations of laws governing Medicare, Medicaid and other federal healthcare programs, by notifying the Company's Compliance Hotline as set forth in the Code of Conduct.
2.2 College’s Eligibility to Participate in Federal Health Care Programs. To the extent that the College is aware of the status of its representatives who will provide services pursuant to this Agreement, it will allow only such representatives and students who are fully eligible to participate. College represents and warrants to Facility that: (a) neither it nor any of its representatives, who will provide services pursuant to this Agreement, are currently excluded, suspended, debarred or otherwise ineligible to participate in federal health care programs, including the Medicare and Medicaid programs; and (b) neither it nor any of its representatives who will provide services pursuant to this Agreement, have been convicted of a criminal offense related to the provision of health care items or services that would lead to mandatory exclusion from federal health care programs, but have not yet been excluded.

APPROVALS:

Dr. James A. Drake, President
Brevard Community College

Dr. Katherine Cobb, Provost
Brevard Community College
Melbourne Campus

Florida State Fire College

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Brevard Community College

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Florida State Fire College
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