

AGREEMENT
ADVANCED EMS TRAINING
FIELD EXPERIENCE

THIS AGREEMENT made this 27th day of July, ~~2022~~ ²⁰²⁴, by and between Panhandle EMS Education, Scottsbluff, NE; hereinafter referred to as "Training Agency," and the City of Grand Island, a municipal corporation; hereinafter referred to as "City."

WHEREAS, the parties of the Agreement wish to provide adequate instruction as well as field training experience and observation for the students of Panhandle EMS Education registered in the Advanced EMS Training Program; and

WHEREAS, the City maintains facilities suitable for said instruction and experience.

NOW THEREFORE BE IT RESOLVED that this Agreement is entered into under the following conditions:

General Conditions:

(1) This Agreement does not contemplate the payment of any fees or remuneration by either party to the other.

(2) Neither the students nor the Training Agency instructors shall be deemed employees of the City and are not eligible for compensation or benefits. There shall be no monetary consideration paid by the Training Agency to the City for the services of said students or instructors.

(3) The assigned personnel of the City and the faculty of the Training Agency assigned to teach in the programs shall cooperate in providing a sound educational environment for effective patient care. Such persons may confer at such times as may be mutually agreed upon to evaluate the education program.

(4) The Fire Chief of the City or his/her designee, in consultation with the faculty responsible for the Advanced EMS training program shall schedule and arrange for times when students shall be present and the number of students present in such a manner so as not to interfere with the day-to-day operation of the City.

(5) Neither the Training Agency nor the City shall discriminate against any employee, applicant or student for employment or registration in this course of study because of race, color, religion, sex, national origin, handicap, special disabled veterans' status or Vietnam era veterans' status. Both parties agree to comply with the Educational Rights and Privacy Act of 1974, as amended governing the privacy of student records.

(6) Students shall be subject to the City policies and to the same obligations to maintain confidentiality of the City patient records as applies to the City staff. A determination that a

student has violated the confidentiality requirements of the City will be grounds for immediate termination of their service at the City.

(7) The Training Agency reserves the right and discretion to withdraw those students whose work or conduct may have a detrimental effect on the program or whose program and achievement, in the opinion of the Training Agency, do not justify their continuance in this program. The City reserves the right to prohibit a student from training at the City whose conduct may have a detrimental effect on patients or who does not adhere to existing rules and regulations of the City and to all reasonable rules and regulations of the City.

Responsibilities of the Training Agency/University:

(1) The Training Agency shall use proper administrative procedure in planning for observation and/or field training experience and to have qualified instructors for the Advanced EMS Training program. The City will have the right to refine the program instructor's participation in the training, and the City will have this right of rejection without cause.

(2) The Training Agency shall contact the City through the Fire Chief or his/her designee at least fourteen (14) days prior to the arrival of students in order to properly plan for their training.

(3) The Training Agency shall provide requested demographic, academic and health information, including proof of basic life support certification (CPR), current immunizations and/or testing for measles, mumps, rubella, skin test for tuberculosis (proof of negative chest x-ray when indicated) and Hepatitis B (or a signed waiver) for all students scheduled for field training experience with the City.

(5) The Training Agency shall provide proof of Bloodborne Pathogen and Infection Control training within the past twelve (12) months for all students scheduled for field training experience with the City. If a blood/body fluid exposure occurs to a student while caring for a patient the Training Agency is responsible for the follow-up procedures for the student defined by state/federal OSHA regulations.

(6) (a) The Training Agency agrees to indemnify and hold harmless the City against any and all loss and expense, including attorney's fees and other legal expenses, by reason of liability imposed or claimed to be imposed by law upon the City for damage because of bodily injuries, including death at any time resulting therefrom, or on account of damage to property, sustained by any person or persons, arising out of or in consequence of the performance of the terms of this Agreement, providing such bodily injuries, death or damage to property arise or are claimed to have arisen in whole or in part of the negligence, or any other ground or legal liability, including violation of any duty imposed by statute or ordinance or regulation, on the part of the Training Agency/University, its employees, agents or students. However, this hold harmless and indemnification agreement by the Training Agency/University does not extend to instances and consequences in which the City employees, in the course of supervision and

instruction, engage in intentional torts or any intentional misconduct not covered by the Training Agency/University's liability insurance policy.

(b) The City shall not be called upon to assume charge of the settlement or defense of any claim made or suit, brought or pending, instituted by the Training Agency/University, but the City shall have the right and shall be given the opportunity to associate with the Training Agency/University in the defense and control of any suit or proceeding relative to an occurrence where the claim or suit involves, or appears reasonably likely to involve, the City, in which event the Training Agency/University shall cooperate in all things in the defense of such claim, suit or proceeding. But this paragraph shall not apply to instances and harm caused by the intentional torts or willful misconduct of City employees when such is not covered by the Training Agency/University's liability insurance policy.

(c) It is agreed that neither any termination of this Agreement nor completion of the acts to be performed under this Agreement shall release the Training Agency/University from the obligation to indemnify the City as to any claim or cause of action asserted against the City so long as the event upon which said claim or cause of action is predicated shall have occurred prior to the effective date of such termination or completion.

(d) The Training Agency shall provide and maintain workers' compensation insurance for its employees and general liability insurance, professional liability insurance and/or self-insurance coverage in the amount of at least \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate for students and faculty through a combination of insurance and qualification under and participating in the Nebraska Hospital Medical Liability Act for bodily injury or death on account of alleged errors, omissions and/or negligent acts in the performance of professional services.

(7) The Training Agency or its students shall provide necessary text books and classroom supplies, if/needed, a connection with the field training internship practice. The City assumes no responsibility for any loss or theft of personal belongings of the Training Agency/University or the students enrolled in the Training Agency/University's courses.

(8) The Training Agency will keep the City informed of changes in policy which may affect the students training at the City*

Responsibilities of the City:

(1) The City shall provide training in the Fire Department as would be appropriate for learning experience by the students. Both parties will agree upon those patient care activities in which students may participate during the field experience.

(2) The City will provide on-site supervision of the student and has the right to determine the level of participation in such patient care activities.

(3) The City will provide orientation for the Training Agency staff so as to enable the Training Agency staff to coordinate their inner-classroom instruction.

(4) The City shall provide emergency health care to students for any accident or illness occurring on the City's premises at the cost of the student. The City requires that a report be filed immediately with the City and Training Agency if the student has an accident or becomes ill while receiving training.

(5) The City will keep the Training Agency faculty informed of changes in policy which affect faculty and students.

Termination of Agreement:

(1) In the event of a violation of any of the conditions set forth in this Agreement, the City may immediately terminate this Agreement and discontinue their affiliation and any responsibilities they have under this Agreement.

Miscellaneous Provisions:

(1) Neither party shall be liable under any contracts or obligations of the other, except as otherwise provided pursuant to this Agreement or for any act or omission of the other party or its officers, employees or agents, and both parties agree to indemnify and hold the other harmless from any and all losses damages, costs and expenses (including reasonable attorney's fees) that are caused or arise out of their own omission, fault, negligence or other misconduct by their employees, independent contractors or volunteers in connection with this Agreement.

(2) This Agreement may not be assigned or transferred by either party without written consent of the other.

IN WITNESS WHEREOF, under the authority of their governing bodies, the parties have hereto set their hands and seals on this 29th day of July 2024.

Training Agency Name

By: *Robin Darnall*
Robin Darnall (name)
Director (title)

CITY OF GRAND ISLAND, NEBRASKA,
A Municipal Corporation,

By: *Roger S. Steele*
Roger Steele, Mayor

Attest: *Jill Granere*
Jill Granere, City Clerk

Approved as to form and content:
[Signature]
City Attorney