

**AGREEMENT
BASIC EMS TRAINING
FIELD EXPERIENCE**

THIS AGREEMENT made this 27th day of January 2015 by and between Occupational Health and Safety Services; hereinafter referred to as "Agency," and the City of Grand Island, a municipal corporation hereinafter referred to as "City", 100 East First Street, PO Box 1968, Grand Island, Nebraska 68802.

WHEREAS, the parties of the Agreement wish to provide adequate instruction as well as field training experience and observation for the students of the Agency registered in the 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 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 Agency or to the City for the services of said students or instructors.
- (3) The assigned personnel of the City and the faculty of the 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 City, in consultation with the faculty responsible for the Basic 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 Agency nor the City shall discriminate against any employee, applicant or student for employment or registration in its course of study because of race, color, religion, sex, national origin, handicap, special disabled veteran's status or Vietnam era veteran's 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**. **Agency** will provide students with basic instruction regarding HIPAA privacy rules.
- (7) The **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 **Agency**, do not justify their continuance in the program. The **City** reserves the right to prohibit a student from training at the **City** whose conduct may have detrimental effect on patients or who does not adhere to existing rules and regulations of the **City**, and to all reasonable rules and regulation of the **City**.

Responsibilities of the Agency:

- (1) The **Agency** shall use proper administrative procedure in planning for observation and/or field training experience and to have qualified instructors for the Basic EMS Training program. The **City** will have the right to refuse the program instructor's participation in the training, and the **City** will have this right of rejection without cause.
- (2) The **Agency** shall adhere to existing rules and regulations of the **City** and to insure that its students and faculty at all times adhere to those rules and regulations.
- (3) The **Agency** shall contact the **City** at least fourteen (14) days prior to the arrival of students in order to properly plan for their training.
- (4) The **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 **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 **Agency** is

responsible for the follow-up procedures for the students defined by state/federal OSHA regulations.

- (6) (a) The **Agency** agrees to indemnify and hold harmless the **City** against any and all loss and expense, including attorneys' 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, but not limited to, death at any time resulting there from, 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. However, this hold harmless and indemnification agreement by the **Agency** does not extend to instances and consequences in which the **City** employees, in the course of supervision and instruction, are solely negligent, engage in intentional torts or any intentional misconduct not covered by the **Agency'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 **Agency**, but the **City** shall have the right and shall be given the opportunity to associate with the **Agency** 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 **Agency** 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 **Agency'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 **Agency** 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 predicted shall have occurred prior to the effective date of such termination or completion.

(d) The **Agency** shall provide and maintain worker's 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 **Agency** or its students shall provide necessary textbooks and classroom supplies, if needed, in conjunction with the field training internship practice. The **City** assumes no responsibility for any loss or

theft of personal belongings of the **Agency** or the students enrolled in the **Agency's** courses.

- (8) The **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 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 **Agency** staff so as to enable the **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 **Agency** if the student has an accident or becomes ill while receiving training.
- (5) The **City** shall permit **Agency** students and members of the **Agency** faculty connected with the education program to use, at their own expense, the cafeteria and/or dining facilities available to **City** employees.
- (6) The **City** will keep the **Agency** faculty informed of changes in policy, which affect faculty and student.

Termination of Agreement:

This Agreement shall commence upon execution by both parties, and shall continue indefinitely until terminated by either party upon sixty (60) days advance written notice to the other. In the event that either party reasonably determines, based on the advice of legal counsel or otherwise, that the continuation of the Agreement will subject a party to liability for violation of federal or state law, then either party may terminate this Agreement immediately upon written notice to the other.

Miscellaneous Provisions:

- (1) Neither party shall be liable under any contracts or obligations of the other, except as otherwise provided pursuant to the 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 the 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 27th day of January, 2015.

By: Earl Rudolph
Earl Rudolph (Name)
OWNER OHS (Title)

CITY OF GRAND ISLAND, NEBRASKA
A Municipal Corporation

By: Janet L. Johnson

Attest: RaNae Edwards

Stacy R. Wankhof
Asst. City Attorney