

No. LF072804-14
AGREEMENT FOR PARAMEDIC CLINICAL STUDIES BETWEEN RAPID CITY
FIRE DEPARTMENT
AND MOUNTAIN PLAINS HEALTH CONSORTIUM

The purpose of this Agreement is to provide paramedic students with the opportunity to participate in a Clinical Education Program (Program). Both Rapid City Fire Department and Mountain Plains Health Consortium (Educational Facility) agree to work together in an effort to provide the students with practical experience in their field of study. Therefore, the parties mutually agree to the following terms and conditions:

I. Obligations of Educational Facility

Educational Facility agrees to:

- 1) meet all accreditation requirements.
- 2) ensure that all students and faculty participating in the Program are students in good standing and provide Fire Department with information regarding the student's experience and background, with permission of the student.
- 3) appoint a staff member at Educational Facility to act as a liaison with the department.
- 4) provide or ensure that students participating in the Program and faculty engaging in educational training at Fire Department carry professional liability insurance by an insurance company authorized to conduct business in South Dakota. The limits of coverage will be at least One Million Dollars (\$1,000,000.00) per incident and Three Million Dollars (\$3,000,000.00) in the aggregate per annum. Educational Facility shall provide proof of coverage prior to the commencement of any student's or faculty member's participation in the Program. Coverage must be in effect for the duration of a student's or faculty member's participation in the Program. If coverage is rescinded at any time, Educational Facility will inform department.
- 5) inform students of Fire Department's policies regarding required health screening and immunization and ensure that Rapid Fire is provided documentation of the required tests and immunizations.
- 6) provide students with health insurance or advise students of their responsibility for retaining health insurance. Rapid City Fire Department shall not be obligated to provide health insurance or benefits in any form.
- 7) inform students of the confidential nature of all facility and client records and information. Educational Facility will also ensure that any student or faculty member, prior to commencing their assignment with Fire

Department, has signed a Confidentiality Agreement (attached to this Agreement as Attachment A) and agrees to provide copies of the signed Confidentiality Agreement upon the student's or faculty member's arrival at department.

- 8) indemnify and hold harmless Fire Department, its directors, trustees, officers, employees, agents and assigns from and against all claims and liabilities (including reasonable attorneys' fees and expenses incurred in the defense thereof) relating to personal injury or property damage, to the extent those claims and liabilities arise out of the acts and omissions of the Educational Facility or its students, faculty, or other agents in connection with their duties under this Agreement. Educational Facility will also ensure that any student or faculty member, prior to commencing their assignment with Fire Department, has signed a Release and Covenant Not to Sue Agreement (attached to this Agreement as Attachment B) and agrees to provide copies of the signed Release and Covenant Not to Sue Agreement upon the student's or faculty member's arrival at department.
- 9) provide students with training or education involving safety in the workplace, including but not limited to training in blood borne pathogens, CPR, isolation precautions and other universal precautions.
- 10) advise students and faculty members of their duty to comply with all of Fire Department's rules, regulations, policies, procedures, and guidelines relating to this Agreement. To that end, Educational Facility certifies:
 - a) its students will act in accordance with Fire Department's Corporate Compliance Program Policy; and
 - b) its students will follow the department's Code of Conduct.

Educational Facility must re-certify these certifications, in writing, on an annual basis.

- 11) Educational Facility certifies that neither it, its shareholders, directors, officers, agents, employees or students are excluded, debarred, suspended or otherwise ineligible to participate in any federal reimbursement program, or has been convicted, under federal or state law, of a criminal offense related to (i) the neglect or abuse of a patient, or (ii) the delivery of an item or service (including the performance of management or administrative services related to the delivery of an item or service) under the Medicare or Medicaid programs. Educational Facility also agrees that if it becomes ineligible to participate in any of the previously listed programs, it will immediately notify Fire Department. This Agreement shall be terminated immediately for cause without penalties if Educational Facility becomes ineligible under any of these programs.

II. Obligations of Rapid City Fire Department

Department agrees to:

- 1) immediately notify Educational Facility of any problems or unethical activities involving a student who is participating in the Program.
- 2) arrange for emergency health care treatment for any student or faculty member who is injured or becomes ill while participating in the Program. Department shall not be responsible for any costs associated with such treatment and follow up care shall be the responsibility of the student or faculty member.
- 3) provide a safe working and learning environment for the students and faculty members participating in the Program.
- 4) supervise the student with a minimum of 15 hours of contact with the student each week, and conduct student performance evaluations as may be required by Educational Facility.
- 5) supervise and instruct students in a manner that provides students with training appropriate to their field of study.
- 6) maintain all necessary licenses, permits and certifications relevant to the Program and notify Educational Facility of any changes to any necessary credentials.
- 7) maintain authority over the treatment of patients.
- 8) indemnify and hold harmless Educational Facility, its directors, trustees, officers, employees, agents and assigns from and against all claims and liabilities (including reasonable attorneys' fees and expenses incurred in the defense thereof) relating to personal injury or property damage, to the extent those claims and liabilities arise out of the acts and omissions of Fire Department or Fire Department's employees or agents in connection with their duties under this Agreement.

III. Terms of the Agreement

- 1) This Agreement shall commence on the date it is executed by its last signatory and shall remain in effect for a term of one year or until modified, revised or terminated. This Agreement will be renewed automatically for subsequent one year terms unless either party expresses its intent to terminate the Agreement in writing and at least thirty (30) days prior to the expiration of this Agreement. This Agreement may be terminated at any time and for any reason by either party upon sixty (60) days written notice to the other party.

- 2) Students shall be responsible for their own food and lodging expenses.
- 3) The selection, placement or advancement of students and faculty members will not be based upon race, color, creed, religion, sex, national origin, age, disability, or any other classification protected by law.
- 4) It is understood that the students, faculty or any other representatives from Educational Facility who visit Fire Department pursuant to this Agreement are not employees of department and are therefore ineligible for wages, worker's compensation, or any other benefits to which Fire Department employees are entitled.
- 5) If either party deems a student's performance to be unsatisfactory, the student's participation in the Program can be dissolved by notifying Educational Facility and by allowing sufficient time to make arrangements for termination.
- 6) Nothing in this Agreement shall be construed as guaranteeing any student employment at Fire Department after his or her completion of the Program.

IV. General Provisions

- 1) This Agreement shall be governed by the laws of the State of South Dakota.
- 2) This Agreement may only be amended with the express written consent of both parties.
- 3) The rights and obligations associated with this Agreement cannot be assigned without the express written consent of both parties.
- 4) All notices associated with this Agreement shall be given by personal delivery or registered or certified mail and shall be addressed to the parties as indicated below:

Rapid City Fire Dept:

EMS Chief Michael Thompson
10 Main St.
Rapid City, SD 57701

Mountain Plains:

Larry Richmond/and or Lynn
Birk
Box 187
Ft. Meade, SD 57741

- 5) This Agreement constitutes the full and complete Agreement between the parties and shall not be modified except by written instrument signed by each of the parties.
- 6) In the event that a provision of this Agreement is held to be invalid or unenforceable, the balance of this Agreement will remain in full force and effect.
- 7) It is not the intent of either party to this Agreement that any remuneration, benefit or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended referral by either party of Patients to the other party or its affiliated providers, if any, or the purchasing, leasing, or ordering of any services other than specific services described in this Agreement. Educational Facility certifies, with its signature to this agreement, that it agrees with, and will abide by, this statement regarding referrals.
- 8) This Agreement shall apply retroactively to any of Educational Facility's students or faculty members who began participating in the Program prior to the date on which this Agreement takes effect.

The parties have executed this agreement on the date(s) indicated below.

Fire Department:

By: _____

Date: _____

Mountain Plains:

By: _____

Date: _____

Rapid City Mayor:

By: _____

Date: _____

Finance Officer:

By: _____

Date: _____

Attachment A

**Policy on Confidentiality and Dissemination of Patient Information
(Student Rider/Observer)**

It is imperative that the confidence of patient information that we receive in the course of our daily operations be maintained. The Rapid City Department of Fire and Emergency Services prohibits the release of any patient information to anyone outside the organization unless required for purposes of treatment, payment, or health care operations. Discussions of Protected Health Information (PHI) within the organization should also be limited. Acceptable uses of PHI within the organization include, but are not limited to, exchange of patient information needed for the treatment of the patient, billing, and other essential health care operations, peer review, internal audits, and quality assurance activities.

I understand that the Rapid City Department of Fire and Emergency Services provides Emergency Medical services to patients that are private and confidential and that I must respect the privacy rights of the Rapid City Department of Fire and Emergency Service's patients. I understand that it is necessary, in the rendering of the Rapid City Department of Fire and Emergency Services Emergency Medical services, that patients provide personal information and that such information may exist in a variety of forms such as electronic, oral, written or photographic and that all such information is strictly confidential and protected by federal and state laws.

I agree that I will comply with all confidentiality policies and procedures set in place by the Rapid City Department of Fire and Emergency Services during my ride/observation time. If I, at any time, knowingly or inadvertently breach the patient confidentiality policies and procedures, I agree to notify the Privacy Officer of the Rapid City Department of Fire and Emergency Services immediately. In addition, I understand that a breach of patient confidentiality will result in suspension or termination of my ride/observation privileges with the Rapid City Department of Fire and Emergency Services.

I have read and understand all privacy policies and procedures that have been provided to me by the Rapid City Department of Fire and Emergency Services.

Signature: _____ *Date:* _____

Printed
Name: _____

Attachment B

RELEASE AND COVENANT NOT TO SUE

The Rapid City Department of Fire and Emergency Services is pleased to offer you the opportunity to participate in our Ride-A-Long Program. We would like you to be fully aware of the conditions under which this program operates:

1. You will be assigned to ride with an Advanced Life Support ambulance of this Department. The crew on this ambulance will be assigned to normal duties and will respond to calls as required.
2. Firefighters and Paramedics can be, and often are, assigned duties which involve hazards and dangerous risks. The crew with whom you are riding will not avoid or disregard duties which involve emergencies simply because you are accompanying them.

In consideration of permission which I have received to accompany Firefighters and Paramedics of the Rapid City Department of Fire and Emergency Services, Rapid City, South Dakota, in the course of their duties, I, the undersigned, release the City of Rapid City, its fire personnel, public officials, agents, servants and employees from any and all liability, claims, demands, actions and causes of action which I may have on account of any and all injuries and damage to me or my property, or my death arising out of or related to any happening or occurrence while I am accompanying the Firefighters and Paramedics of the Rapid City Department of Fire and Emergency Services on duty, or incidental thereto, and for the same consideration, I promise to release, and covenant not to sue the said City and said persons, and agree and forever hold them and each of them harmless from any such liability, claims, demands, actions or clauses of action.

The terms of this release shall be in full force and effect on this date and on any other occasion when I may accompany any Rapid City Department of Fire and Emergency Services personnel. I have read and understand the conditions of this program, as stated above, and voluntarily assume all risks of loss or injury to me or my property, including death, which may be sustained while or incidental to accompanying one or more Firefighters and Paramedics of the Rapid City Department of Fire and Emergency Services while on duty.

This release and agreement shall be binding upon me and my heirs, executors, administrators, personal representatives and assigns, and shall inure to the benefit of said City, agents, public officials and persons herein designated, and their heirs, executors, administrators, personal representatives, assigns and successors in office.

Name _____ Signature _____

(Print)

Address _____ City/State/Zip _____

Purpose of Ride _____

Dated This _____ Day of _____, 20_____

Witnessed and Approved By

Date and Time of Ride