

AMBULANCE INTERNSHIP AGREEMENT

RAPID CITY DEPARTMENT OF FIRE AND EMS

RAPID CITY, SOUTH DAKOTA

AND

AVERA MCKENNAN HOSPITAL AND UNIVERSITY HEALTH CENTER

SIOUX FALLS, SOUTH DAKOTA

May 1, 2006

This Agreement made and entered into as of the 1st day of May, 2006, by and between Avera McKennan Hospital and University Health Center, 800 East 21st Street, Sioux Falls, South Dakota, 57117; hereinafter referred to as "Avera McKennan" and Rapid City Department of Fire and EMS, located at 10 Main Street, Rapid City, South Dakota 57701; hereinafter referred to as "Rapid City EMS".

RECITALS

WHEREAS, Rapid City EMS operates a licensed general and acute care ambulance service at Rapid City, South Dakota, and is fully qualified under all federal, state, and local laws, rules or regulations; and

WHEREAS, Avera McKennan operates the Avera McKennan School of Emergency Medical Services Paramedic Program for the purposes of paramedic student education; and

WHEREAS, Avera McKennan may, from time to time wish to utilize Rapid City EMS for the educational internship of students enrolled in the Avera McKennan School of Emergency Services Paramedic Program; and

WHEREAS, Rapid City EMS may, from time to time, be willing to permit certain qualified enrolled students and faculty members of Avera McKennan, for educational purposes, to perform the field internship portion of the educational program and be evaluated in respect thereto under the preceptorship of the employees of Rapid City EMS in accordance with the guidelines for paramedic preceptor internship program and student affiliations attached hereto as Exhibit "A" and be reference made a part of this Agreement.

NOW, THEREFORE, for the purposes of establishing terms and guidelines upon and within which the internship program of Avera McKennan shall be administered and governed in respect to student intern(s) placed by Avera McKennan and accepted by Rapid City EMS for internship purposes, the parties do hereby agree as follows:

1. **Purpose of Agreement.** The purpose of this agreement is to establish certain terms and provisions which will govern the relationship between the parties hereto during such times as student(s) of the Avera McKennan School of EMS Paramedic Program shall participate in the operations of the ambulance service operations of Rapid City EMS as interns and under the preceptorship of the employee's of the Rapid City EMS. Nothing contained herein shall obligate Rapid City EMS to accept the internship of any student, and nothing contained herein shall obligate Avera McKennan to place any student with the ambulance service of Rapid City EMS for internship purposes. The placement and acceptance of any student(s) with the ambulance service of Rapid City EMS for internship purposes shall be subject to the further agreement of the parties.

2. **Term of Agreement.** The term of this Agreement shall be May 1, 2006 through May 1, 2007, and shall automatically renew for successive one- (1) year terms thereafter unless earlier terminated as hereinafter provided.
3. **Rapid City EMS agrees to:**
 - (a) Not discriminate against any student on the basis of race, color, sex, creed, national origin, religion, age or disability.
 - (b) Cooperate with the faculty of Avera McKennan in implementing a paramedic internship for the student(s) in order to fulfill objectives of the field instructions and provide internship experience comprised of patient care, which shall include field evaluations.
 - (c) Participate in orientation of student(s) to the ambulance operations of Rapid City EMS, including its mission, philosophy and general physical structure.
 - (d) Provide other essential operations data as may from time to time be mutually agreed upon between Rapid City EMS and Avera McKennan, such as: trip report forms, patient records and general information data to facilitate the student internship, i.e. special requirements for student orientation and preceptor evaluation.
 - (e) Notify Avera McKennan of any health-testing requirement, which may be in effect in respect to the employee's of Rapid City EMS working within the ambulance service.
 - (f) Supervise, control and direct the students in their duties as interns with Rapid City EMS EMS.
 - (g) Rapid City EMS shall obtain and maintain in force comprehensive general liability and professional malpractice insurance (or the equivalent thereof through the SD public entity liability pool) covering its officers, employees, and agents from claims and liabilities for personal injury, death, disability, loss, damages and defense expenses, costs and attorney's fees rising out of operations of it's ambulance service, including the Avera McKennan participation in the program at Rapid City EMS with policy limits not less than \$1 million per occurrence.
4. **Avera McKennan Agrees to:**
 - (a) Propose only qualified students for participation in the internship program; students will have completed all paramedic competency and didactic exams and will be ACLS, PALS, and BTLs /PHTLS certified.
 - (b) Provide a professional liability insurance coverage adequate to insure against claims of general liability and professional malpractice arising out of the Avera McKennan, including it's student(s), participation in the internship program with policy limits not less than \$1 million per occurrence.
 - (c) Provide the student with all health testing required by Rapid City EMS, including evaluation of the student(s) for tuberculosis and including vaccination of the student(s) for hepatitis and MMR.
 - (d) Provide time for faculty to discuss with Rapid City EMS employee's serving as preceptor's student learning and performance.
 - (e) Inform and direct the student(s) of the obligation to keep in confidence any and all privileged information concerning all patients transported by Rapid City EMS.
 - (f) Inform and direct the student(s) of the requirement to attend any training courses required by Rapid City EMS as part of their internship program.
 - (g) Withdraw from internship assignment to the Rapid City EMS any student when requested by Rapid City EMS or its authorized designee.

5. **Administration of Avera McKennan Employees.** All Avera McKennan employees, while participating in training or evaluating of Avera McKennan students, shall be subject to the Avera McKennan personnel policy and procedures, including discipline, payroll, benefits and insurance. Avera McKennan employees shall not be employees of Rapid City EMS for any purpose.
6. **Administration of Rapid City EMS Employees.** Rapid City EMS employees shall remain at all times the employee's of Rapid City EMS, and shall not be deemed employees of Avera McKennan for any purpose.
7. **Nature of Agreement.** Neither of the parties to this agreement shall be considered the agent, partner or employer of the other. Rapid City EMS shall have no obligation to Avera McKennan or to any other person for and on account of this agreement. The provision by Rapid City EMS of preceptor services for Avera McKennan and its students is a gratuitous service by Rapid City EMS for which no consideration is paid.
8. **Indemnity and Comparative Responsibility.**
 - (a) Each party to this Agreement shall indemnify and hold harmless the other party, including its officers and employees from any and all claims, demands and liabilities for personal injury, death, disability, loss and damages (including litigation expenses and attorney's fees) asserted by any claimant arising out of its negligent acts or omissions during the term of this Agreement.
 - (b) In the event a court of competent jurisdiction makes a final determination as to the comparative negligence of the parties to this Agreement, then each party shall pay its proportionate share of expenses, costs and attorney's fees incurred in the defense of the claim.
9. **Termination.** This Agreement and all activities incidental thereto shall be terminated without cause by either party upon 30 day's prior written notice to the other party.
10. **Notice.** Any notice provided under the terms of this Agreement may be given by certified mail, return receipt requested, postage prepaid; in which event such notice shall be deemed given on the date of the receipt is signed. Notice given by any other means shall be deemed given on the date of delivery of the same to the party to whom the notice is directed.
11. **Assignment.** This Agreement and/or any incident or benefit hereunder shall be non-assignable by either party.
12. **Student Employment.** Students cannot replace paid employees, and cannot be compensated during their required internship experience. Subject to the further consent of Avera McKennan, Rapid City EMS shall not be obligated to employ student(s) on a part-time basis during the term of the internship program on such terms as Rapid City EMS shall determine. No student shall be obligated to enter full- or part-time employment with Rapid City EMS as a condition of internship. The indemnity and insurance provisions regarding Avera McKennan shall not apply if such employment occurs, for such student while performing services for Rapid City EMS as an employee.
13. **Complete Agreement.** There are no verbal promises, implied promises, agreements, stipulations, representations or warranties of any character or kind, except as set forth in writing in this Agreement. This Agreement embodies the entire Agreement and understanding between the parties, and supersedes all prior agreements and understandings relating to the subject matter of this Agreement. This Agreement may be amended or supplemented from time to time by the written agreement of the parties.

14. **Contact Persons.** The contact person and authorized designee of the Avera McKennan School of Emergency Medical Services for the purposes of this agreement is:

Don Jones, Program Manager
(605) 322-2086
don.jones@mckennan.org
800 East 21st Street
Sioux Falls, South Dakota 57117

The contact person and authorized designee of Rapid City EMS for the purposes of this agreement is:

Mike Thompson
(605) 394-4180
mikethompson@rcgov.org
10th Main Street
Rapid City, South Dakota 57701

IN WITNESS WHEREOF, this Agreement is entered into on _____ day of _____.

**AVERA MCKENNAN HOSPITAL
AND UNIVERSITY HEALTH CENTER**

By _____
Fredrick Slunecka, President & CEO

RAPID CITY EMS

By _____
Jim Shaw, Mayor

ATTEST:

Finance Officer

(SEAL)