

Pittsfield Township Fire Department Emergency Medical Technician Basic Clinical Contract

Agreement between Pittsfield Township Fire Department and Livingston County EMS.

This Agreement is entered into between Pittsfield Township Fire Department, henceforth known as the *Pittsfield Township Fire Department*, and Livingston County EMS henceforth known as the, *Livingston County EMS* on date, known as the effective date.

The purpose of this Agreement is to set forth the terms and conditions under which the *Pittsfield Township Fire Department* and the *Livingston County EMS* (collectively, the "Parties") will engage in a program for the clinical education of *Pittsfield Township Fire Department* EMS students enrolled in the *Pittsfield Township Fire Department* EMS education programs.

Responsibilities/Rights of the *Livingston County EMS*:

1. To provide clinical experiences for the students of the *Pittsfield Township Fire Department* in specific areas identified at the time of student placement. For the purpose of this Agreement, the placement is defined as *Livingston County EMS*.

2. To provide the clinical experience and assume the following responsibilities:

- a. To assist the *Pittsfield Township Fire Department* in supervising the students while on site at the *Livingston County EMS*

(NOTE: Ultimate supervision of the students is the responsibility of the *Pittsfield Township Fire Department*).

- b. To cooperate with the *Pittsfield Township Fire Department* in the planning of the student's education experience so that the experience may be appropriate in light of the *Pittsfield Township Fire Department's* education plan.

- c. To make available information for educational purposes, such as policies, procedures and clinical reference material available at the *Livingston County EMS*.

- d. Be aware that each student is responsible for the costs of any medical care for any illness or injury that might be sustained while the student is participating in this experience at the *clinical facility*.

3. To terminate a student from continuing his/her clinical experience at the *Livingston County EMS* at their discretion at any time.

Responsibilities/Rights of the *Pittsfield Township Fire Department*:

1. To advise students and instructors, and enforce compliance with, all existing policies, rules and regulations the *Livingston County EMS* including, but not limited to the confidentiality of patient and *clinical facility* records and information.

2. To assign students with preparation in the foundation of the Emergency Medical Services Program and to provide evidence of competency in the skills of this program.

3. Appoint a representative for clinical coordination ("Clinical Coordinator") who shall coordinate all aspects of the Agreement with the designated *Livingston County EMS* representative.

4. To provide evidence of an annual chest x-ray or negative tuberculosis skin test, and rubella vaccination or evidence of rubella titer 1:8 or above, from each student and instructor.

5. To provide the *Livingston County EMS* documentation that each student and instructor has been offered, and have either received or declined, hepatitis B vaccine before participating in this Program.

6. To provide pre-clinical instruction to each student in accordance with standards mutually agreeable to both parties, including all MIOSHA required training, which includes but is not limited to blood borne pathogens, prior to the educational experience and to present for clinical experience at the *clinical facility* only those students who have satisfactorily completed the pre-clinical instructional program.

7. To have full responsibility for the conduct of any student, instructor disciplinary proceedings and conduct the same in accordance with all applicable statutes, rules, regulations and case law.
8. To maintain general public liability and professional liability coverage for its instructors and students with minimum limits of liability of One Million Dollars (\$1,000,000) per incident and shall furnish the *Livingston County EMS* appropriate certificates of insurance evidencing such continuous current coverage before the beginning of the clinical experience.
9. To indemnify and hold harmless the *Ypsilanti City Fire Department*, its employees, and agents, from all claims, liability or damages, including reasonable attorney's fees, which the *Livingston County EMS* or its employees or agents may incur as a result of claims or costs of judgments against any of them arising out of acts or omissions of the *Pittsfield Township Fire Department* instructors, staff or students while in the performance of their responsibilities under their Agreement.
10. To indemnify and hold harmless the *Livingston County EMS*, its employees and agents from all claims, liability or damages, including reasonable attorney's fees, which the *Livingston County EMS* or its employees or agents may incur as a result of claims or costs of judgments against any of them regarding injuries to the *Pittsfield Township Fire Department* students arising out of their participation in the classes described under this Agreement.
11. The *Pittsfield Township Fire Department* shall maintain all educational records and reports relating to the educational experience completed by individual students at the *Livingston County EMS*, and the *Livingston County EMS* shall have no responsibility regarding the same. The *Livingston County EMS* shall refer all requests for information of such records to the *Pittsfield Township Fire Department*. The *Pittsfield Township Fire Department* agrees to comply with all applicable statutes and regulatory requirements respecting the maintenance of and release of information from such records.
12. The *Pittsfield Township Fire Department* shall certify that each student has provided it with evidence that the student has passed a physical examination prior to beginning education experience and shall certify that such evidence indicated at the time of the physical examination the student was free from contagious diseases as could be ascertained by such examination.
13. The *Pittsfield Township Fire Department* shall have full responsibility for the conduct of any disciplinary proceedings concerning any student, however, the *Livingston County EMS*, at its sole discretion, may deny the educational experience to any individual.
14. The *Pittsfield Township Fire Department* agrees, and shall obtain from each student and furnish to the *Livingston County EMS* a written agreement of each student acknowledging, as a condition of being able to participate in the educational experience, that the Student:
 - a. shall comply with all the *Livingston County EMS* rules, regulations, policies and procedures;
 - b. shall comply with all directives of the *Livingston County EMS* regarding conduct;
 - c. shall refrain from touching in any way any patient except at the patient's consent and with the *Livingston County EMS* personnel's authorization;
 - d. shall not be considered an employee of the *Livingston County EMS* for the purpose of this agreement;
 - e. shall not disclose information without written authorization by the *Livingston County EMS* regarding any patient's care, including the identity of the patient or the services performed for that patient;and
 - f. shall upon request leave an area of the *Livingston County EMS*.

Major Responsibilities of the *Pittsfield Township Fire Department* students, under the direction of the *Pittsfield Township Fire Department*:

1. To adhere to existing policies and procedures of the *Livingston County EMS*.
2. To report for clinical experiences as assigned or call to report absences.
3. To respect the patients right to confidentiality.
4. The *Pittsfield Township Fire Department* will notify students of 1-3 above.

21

GENERAL PROVISIONS:

The parties mutually acknowledge and agree as follows:

A. Students of the *Pittsfield Township Fire Department* shall not be deemed to be employees of the *Livingston County EMS* for purposes of compensation, fringe benefits, workers' compensation, unemployment compensation, minimum wage laws, income tax withholding, social security, or any other purpose, because of their participation in the EMS program. Each student shall be placed with the *Livingston County EMS* to receive clinical experience as a part of his/her academic curriculum. The duties performed by a student shall not be performed as an employee, but in fulfillment of the student's academic requirements. At no time shall students replace or substitute for any employee of the *Livingston County EMS*. The provisions of this section shall not be deemed to prohibit the employment of any such student by the *Livingston County EMS* under a separate employment agreement. The *Pittsfield Township Fire Department* shall notify each student of the requirements of this paragraph.

B. In the performance of their respective duties and obligations under this Agreement, each party shall be an independent contractor and neither shall be the employee or servant of the other, and each party shall be responsible for their own conduct.

C. Each party shall be responsible for compliance with all laws, including anti-discrimination laws, which may be applicable to their respective activities under the EMS program.

D. No provision of the Agreement shall prevent any patient from requesting not to be a teaching patient or prevent any member of the *Livingston County EMS* professional staff from designating any patient as a nonteaching patient.

E. Neither this Agreement nor any part of it shall be assigned by either Party without prior written consent of the other Party.

F. This Agreement constitutes the entire agreement between the parties, and all prior discussion, agreements and understandings, whether verbal or in writing, are merged in to this agreement. There may be no amendment of the Agreement, unless the same is in writing and signed to the party to be charged.

G. This Agreement shall be effective as the Effective Date and shall continue thereafter until terminated by either party upon 30 days advance written notice of termination, with or without cause.

H. Students will be placed at the *Livingston County EMS* without cost to the *Livingston County EMS*.

This Agreement shall be in effect for one year as of December 19, 2020, and may be renewed annually.

The Livingston County EMS,

Signature Signature Date _____ Date _____

Pittsfield Township Fire Department

Signature Signature Date _____ Date _____