

#1035

AGREEMENT

THIS AGREEMENT is made this ____ day of ____, 2004 by and between City of Arlington Fire Department, a Washington municipal corporation, (herein referred to as the "District") located at 137 North McCloud, Arlington, WA 98223 and Central Washington University, (herein referred to as the "School").

I. RECITALS

This Agreement is made with reference to the following facts:

- a. The School's students (the "Students") require professional clinical instruction and experience for their educational program; and
- b. The District has the staff and facilities necessary to provide such services.

II. TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, it is agreed by and between the parties as follows:

1. Duties of the District. The District agrees to do the following:

- a. To designate prior to the beginning of each school quarter, the maximum number of Students which may be assigned to the District.
- b. To designate a member or members of its staff to meet at least quarterly, by arrangement, with the School's designee to discuss the educational program and the 'clinical experience of the Students. Further, to designate an appropriate member of the staff to work with the School's program faculty in coordinating activities of the Students within the District.
- c. To reasonably allow Students of the School to use equipment, supplies and facilities of District related to the program for the training.
- d. To reasonably allow faculty and Students access to sources of information necessary for carrying out the specific education program requirements. (e.g., patients' medical records, procedure books, reference materials, etc.).
- e. To provide classroom and/or conference space as available for instruction or counseling Students in the program, if necessary.
- f. To provide facilities for the safekeeping of Student's wearing apparel and personal items. To provide sleeping quarters for the student while on duty.

2. Duties of the School. The School agrees to do the following:

2.1 To maintain an Emergency Medical Technician/Paramedic Program, which is affiliated with the District and approved by the Washington State Department of Health EMS and Trauma . Students who are provided clinical education pursuant to this Agreement shall:

- a. Maintain the status of learner and not replace District personnel. (Any service rendered by a Student is to be considered incidental to the educational purpose of the clinical education program;
- b. Adhere to the standards, policies, and regulations of District during the training program;
- c. Wear the designated uniform and be cleanly dressed and groomed while in the District;
- d. Complete the requirements for Health Clearance (to be verified by School).
- e. Be covered by appropriate health, casualty and medical liability insurance.
- f. Maintain the confidentiality of all medical and patient records in adherence with all HIPAA requirements. .

2.2 To designate an Instructor-Coordinator for the program who will be responsible for planning the educational experiences (didactic and clinical) of the Students, including instruction, supervision, evaluation, and counseling.

2.3 The Instructor-Coordinator will confer with the District in scheduling of Students' hours and days (shifts) and in the planning of specific student assignments in the District.

2.4 To provide instruction (facilities, equipment, supplies, and instructors) in all non-clinical courses for all students in the program. Instructors shall hold appropriate credentials to provide the requisite instruction.

2.5 To provide the District with the following information prior to the beginning of each school quarter:

- a. The number of Students to be assigned.
- b. The dates and hours of the assignments (updates as needed)
- c. The dates of vacations and holidays to be observed by the Students and faculty.
- d. Objectives for the specific learning experiences expected of the Student in that quarter if requested by the District.
- e. Health Clearance Report on each Student, if such a report is required by the District.
- f. Any other information reasonably requested by the District.
- g. To provide program faculty with an orientation to the District.
- h. To maintain procedures for Student health clearance and verify health clearance for all Students assigned to District.

3. **Responsibility.** The School and its Students recognize that responsibility for patient care remains with the District staff when students are providing care within a patient care unit. Students agree to follow all directives of the District during such patient care.

4. **Relationship.** This Agreement is not intended to, nor should it be construed as, creating the relationship of agent, servant, employee, partnership, joint venture or association between the parties hereto. This Agreement provides only for an independent contractor relationship between the parties. Students and instructors of the School are not to be considered employees of the District for any purposes.

5. **Term of Agreement.** This Agreement shall commence upon execution and shall remain in effect for one year. This Agreement shall renew for successive one year terms unless either party provides notice to the other of its intention not to renew at least thirty (30) days prior to the expiration of any term.
6. **Unilateral Termination by the District.** Notwithstanding anything to the contrary, the District may, at its option, terminate this Agreement at any time, with or without cause, by notifying the School in writing. However, the District will attempt to provide reasonable advance notice when possible to do so. Additionally, the District reserves the following rights:
- a. To immediately terminate the participation of any Student in the program for misconduct, failure to follow rules or procedures of the District, or any other reason which in the District's discretion justifies dismissal; and
 - b. To suspend the program for an indefinite period of time.
7. **Property Loss or Damage.** The District shall not be responsible to the School or its Students for any property loss or damage done to the School's or any Student's personal property. It shall be the Student's responsibility to provide his/her own protection against such losses.
8. **Insurance.** The School is a State of Washington Agency and as such is self insured through the State of Washington program outlined in RCW 4.92. In addition to the tort self-insurance pool, the State also carries a commercial excess policy for single claims exceeding \$2,000,000. Such coverage shall be maintained at all times throughout the term of this Agreement.
9. **Indemnification and Hold Harmless.** The School shall be responsible for the consequences of any act or failure to act on the part of itself, its employees, students, and agents, and the District shall be responsible for the consequences of any act or failure to act on the part of itself, its employees, and agents. Accordingly, each party shall be held responsible for its own sole negligence, and each party shall indemnify and hold the other party harmless from any loss, which results there from. Neither party shall assume any responsibility to the other party for the consequences of any act or failure to act of any person, firm, or corporation not a party to this agreement.
10. **Amendment.** No modification, termination or amendment of this Agreement may be made except by written agreement signed by all parties, except as provided herein.
11. **Captions.** The captions of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Agreement.
12. **Severability.** In case anyone or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
13. **Governing Law.** This Agreement and the right of the parties hereto shall be governed by and construed in accordance with the laws of the State of Washington and the parties agree that in any such action venue shall lie exclusively in Snohomish County, Washington.

... hereof, and this Agreement supersedes all of their previous understandings and agreements, written and oral, with respect to this transaction. This Agreement may be amended only by written instrument executed by the parties subsequent to the date hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

CENTRAL WASHINGTON UNIVERSITY

CITY OF ARLINGTON
FIRE DEPARTMENT

By: Bruce Potts
Title: Director, Business Services & Contracts

By: Tom Coop
~~Chair, Board of Commissioners~~
Deputy Chief

3/16/04

3/16/04

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