

**AGREEMENT BETWEEN Grand Junction Fire Department
AND
Gunnison Valley Health EMS**

This agreement is entered into on this 26th day of October, 2015, by and between Grand Junction Fire Department (hereinafter referred to GJFD) and Gunnison Valley Health EMS Training Center (hereinafter referred to as Training Center)

Whereas, the Training Center has EMS training programs and desires to enter into a written agreement with GJMD to provide those students with clinical, emergent care observational experiences; and

Whereas, GJFD provides ambulance and Advanced Life Support professional services, and has the facilities to furnish clinical experience to the Training Center student and is able and willing to provide such experience for the Training Center; and

Whereas, the Training Center desire to contract with GJFD for the respective benefit of its students and GJFD is willing to provide certain clinical experiences to the students and to assume certain obligations.

Now therefore, in consideration of the premises, the mutual promises, covenants, and undertakings herein contains, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby understood, mutually agreed, and stipulated by and between the Parties as follows:

I. GENERAL AGREEMENT

- A. Only students currently enrolled in the Training Center and participating in the EMS training program may participate.
- B. The education program conducted pursuant to this agreement is an educational program for the Training Center, not GJFD. Participating students shall at all times be under the jurisdiction of the Training Center. Specifically, the Training Center shall assure that students observe all the rules and regulations of the GJFD. The Training Center shall agree that it will and that it shall otherwise be contractually obligated to remove any student that is credibly alleged by GJFD and or the Training Center to have violated the rules and regulations of GJFD. Proof of violation is not required.
- C. The parties shall mutually agree on the maximum number of students to receive clinical training. That number shall be determined on the availability of space and other considerations of GJFD. GJFD shall have the right to not accept students or to remove students for cause or no cause at any time.
- D. GJFD is and shall be solely responsible for emergency response and patient care. The Training Center shall require students to confirm that understanding in writing and act consistently with that understanding. The students shall act, if at all, to perform emergency response and patient care only on the direction from GJFD, its officers, and employees.

II. RESPONSIBILITIES

A. For purposes of this agreement, GJFD agrees:

1. To permit students and faculty of the Training Center to access its facilities and equipment as reasonably necessary and appropriate for this type of clinical experience; the student shall not interfere with the regular activities of GJFD.
2. To designate a member(s) of its staff to participate with designees from the Training center to develop a training program and plan to implement and coordinate this clinical experience program.
3. At any time when requested by GJFD, GJFD may require the Training Center to remove a student from the program without cause.
4. To allow access to its crew facilities for student breaks and meal periods, student shall bring their own food.
5. To show the students the medical/EMS facilities and emergency operations system of GJFD.
6. To generally use and follow training program objectives, performance standards, and evaluation tools provided by the Training Center. Those materials will be utilized by GJFD preceptors in evaluating students. GJFD preceptors will work closely with the Training Center and student in the training and evaluation process. GJFD shall not be liable for the final evaluation of any student or his/her success or failure in this program or vocation.
7. The students will be allowed reasonable access to the City's crew facilities for breaks and meal periods. Students shall provide their own food. Twenty-four hour ride-along or ride-along between the hours of 2200 and 0700 are permitted, providing arrangements are made with the Station Captain and Battalion Chief prior to the ride-along.
8. To show the students the medical/EMS facilities and emergency operations system of the City.
9. To generally use and follow training program objectives, performance standards and evaluation tools provided by the University and will be utilized by the City preceptors in evaluating students. The City preceptors will work closely with the University and students in the training and evaluation process. The City shall not be liable for the final evaluation of any student or his/her success or failure in this program or vocation.

B. For purposes of this agreement, the Training Center agrees:

1. To designate in writing, a faculty coordinator and alternate through whom GJFD will communicate and coordinate working relationships.
2. To assign clinical instructors to assume full responsibility for all classroom and clinical instruction; provide necessary instructional materials and all supervision, control, evaluation, and discipline of students in the program. All clinical instruction shall be consistent with the NHTSA National Educational Standards.
3. To maintain all personnel, academic, financial, and evaluation records of the student.
4. That it is responsible for any and all Worker's Compensation and/or disability claim(s) filed by a student of faculty member of the Training Center. The students are not employees of GJFD and as such are not covered by GJFD Worker's Compensation coverage. GJFD is not and shall not be liable for any injury or disease that a student(s) or faculty may contract.

5. To assume all liability for any and all claims costs, damages, and/or liability arising out of or related to any alleged negligent acts or omissions of the Training Center, its employees, students, agents, or representatives in the performance of its obligations under this Agreement.
6. Each student shall be required to comply with the City health policies including, but not limited to a current health record showing the student's physical ability to perform the essential functions of an EMS service provider and an immunization history including:
 - a. Three Hepatitis B vaccinations, laboratory proof of immunity or a signed waiver that he/she has elected not to take the vaccine.
 - b. Two immunizations for mumps, measles, and rubella (MMR) or laboratory proof of immunity.
 - c. Proof of current Tuberculosis Skin Test (PPD).
8. Students must be dressed in dark uniform quality pants (no jeans or shorts). Light blue, white or University issued button down or polo type shirt with collar (tee shirts are not allowed). Dark colored shoes must be worn. Students shall wear a University pictured ID above the waist line.
9. That it is responsible for any and all Workers' Compensation and/or disability claim(s) filed by a student or faculty member of the University. The students are not employees of the City and as such are not covered by the City's Workers' Compensation and shall not claim. The City is not and shall not be liable for any injury or disease that a student(s) may contract; the University shall secure a written waiver and release from students releasing the City of liability. Faculty are employees of the University and shall be covered by the University's Workers' Compensation and/or liability insurance.
10. To require each and every person involved and participating in the program to complete bloodborne/airborne pathogen and HIPAA training and to affirm satisfactory completion of that training in writing.

III. RELATIONSHIP

- A. It is expressly understood and agreed that this agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association between GJFD and the Training Center, and the participants in any combination one to another shall be characterized as that of independent contractors.
- B. It is expressly agreed and understood by GJFD and the Training Center that the students and instructors are not and shall not be considered employee of GJFD for any purpose.

IV. INSURANCE

- A. Notwithstanding any other provision of this Agreement, nothing herein shall be construed or interpreted as a waiver by either Party or Parties of any provision of the Colorado Governmental Immunity Act 24-10-101, et seq., C.R.S., as now or hereafter amended.
- B. GJFD shall maintain in full force and effect, insurance to cover its obligations.
- C. The Training Center shall maintain in full force and effect, insurance to cover its obligations. In accordance with Colorado law, the Training Center is self-insured for general liability in accordance with the provisions of the Colorado Governmental Immunity Act 24-10-101, et seq., C.R.S., and the Colorado risk Management Act 24-30-1501, et seq., C.R.S.
- D. The Parties understand and agree that liability for claims or injuries to persons arising out of the claimed negligence of the State of Colorado, the Training Center, and/or GJFD and their respective officials, agents, and employees is controlled and limited by the provision of 24-10-101, et seq., C.R.S. as now or hereafter amended, and 24-30-1501, et seq., C.R.S. as now or hereafter amended. The provisions of this Agreement, whether or not incorporated herein by reference, shall be

controlled, limited, and otherwise modified so as to limit any liability of the State of Colorado, the Training Center, and/or GJFD and their respective officials, agents, and employees in accordance with the law.

V. TERM

This agreement shall be effective upon its execution by all parties and shall remain in full force and effect for a term of two years. All terms and provision of this Agreement shall continue in full force and effect during the term of the Agreement unless otherwise modified in writing and signed by GJFD and the Training center.

VI. NOTICE

Any notice, report, or other document required by this agreement shall be delivered or mailed to the parties at their respective addresses:

Grand Junction Fire Department
c/o John Hall
625 Ute Avenue
Grand Junction, CO 81501

Gunnison Valley Health EMS
c/o Erik Forsythe
711 N. Taylor
Gunnison, CO 81230

Such address may be changed by written notice of such change to the other party at the last known address.

VII. SEVERABILITY

In the event that any part, term, or provision of this Agreement is, by any court of competent jurisdiction, held to be illegal, unconscionable, or in conflict with any law of the State of Colorado, or any public policy thereof, the validity of the remaining portion of provisions shall be construed and enforces as if the Agreement did not contain the particular part, term, or provision held to be invalid. Venue for any action arising out of or under this Agreement or the performance or nonperformance of the Agreement, actual or alleged, shall be Mesa County, Colorado.

VIII. AGREEMENT READ AND UNDERSTOOD

The Parties have read and understood this Agreement and acknowledge that they both and competent legal counsel available to them in their review and execution of said Agreement.

In witness thereof, the Parties have executed this agreement to be effective this 25th day of October, 2015.

Training Center: Gunnison Valley Health EMS

By: 

Name: Rob Santilli

Title: Chief Executive Officer

GJFD: Grand Junction Fire Department

By: 

Name: John Hall

Title: Emergency Medical Services Chief