

**Field Experience Cooperation Contract
for
Emergency Medical Services Occupations**

City of Waukesha – Waukesha County Technical College

This Contract is entered into by and between the City of Waukesha, a Wisconsin municipal corporation, 201 Delafield Street, Waukesha, Wisconsin 53188, referred to herein as the City; and Waukesha County Technical College, 800 Main Street, Pewaukee, Wisconsin 53072, referred to herein as WCTC; together the City and WCTC are referred to herein as the Parties.

Recitals

WCTC desires to provide emergency medical field experience for its students in emergency medical services occupations, and the City is willing to allow WCTC's students to ride along with City Fire Department emergency medical services personnel on actual service calls in the field. This ride-along arrangement is referred to herein as the Program.

Now, therefore, the City and WCTC agree and contract as follows:

1. **WCTC Duties.** WCTC shall have the following duties:
 - a. **Eligibility of Students for Program.** WCTC shall not assign students to the Program unless they are employees of a municipal fire service and will be covered by the service's general liability, professional liability, and worker compensation insurance at all times while participating in the Program. WCTC shall provide proof of such eligibility to the City upon request.
 - b. **Preparation of Students for Program.** WCTC shall ensure that each student assigned to the Program is adequately prepared to benefit from the assignment, as indicated by the student's Academic performance indicating an ability to understand what will be observed during the assignment; appreciation of the nature and seriousness of the work that will be observed; and understanding that he or she shall not in any way participate, or attempt to participate, in the activities of City EMS personnel unless expressly directed to do so by such personnel.
 - c. **Assignment of Students to the Program.** After receiving from the City the number of placements available for Students, WCTC shall select Students to be assigned to the Program. WCTC shall notify the City of the Students assigned to the Program, and each Student's availability for participation in clinical and field experiences.
 - d. **Program Liaison.** WCTC shall assign a faculty member to serve as the coordinator for the Program and liaison to the City. As Program liaison, the faculty member shall communicate his or her contact information to the City and shall be prepared to address issues and concerns regarding assigned students.
 - e. **Insurance.** WCTC shall, at its sole expense, provide and maintain professional liability insurance coverage for each Student assigned to the Program, as well as general and professional liability insurance coverage for WCTC as an entity and each of its employees and agents against general and professional liability claims, having limits of no less than \$1,000,000 per occurrence and \$2,000,000 aggregate per year. The City shall be named as an additional insured on each policy. Proof of such insurance shall be provided to the City.

- f. **Accreditation and Licensure.** WCTC shall, at all times during the term of this Contract, maintain:
 - i. Accreditation as an educational institution.
 - ii. All licensures and approvals from the State of Wisconsin required for WCTC and student participation in the Program.
 - iii. WCTC shall promptly notify the City of any change in its accreditation or licensure status.
- g. **Criminal Background Checks.** All students assigned to the Program shall have had a criminal background check performed under the direction of WCTC. WCTC shall notify the City if and when WCTC becomes aware that an assigned student is charged with, or convicted of, any crime, or is being investigated by a governmental agency. Such information will be provided in accordance with requirements and obligations under the Family Educational Rights and Privacy Act (FERPA).
- h. **Bloodborne Pathogens Standard.** WCTC shall ensure that students have completed initial training compliant with Title 29 of the Code of Federal Regulations at 29 CFR 1910.1030, OSHA's Bloodborne Pathogens Standard, as applicable to a fire-service-based EMS setting. WCTC shall be responsible for all associated record keeping.
- i. **Personal Protective Equipment (PPE).** WCTC will ensure students are equipped with the proper PPE for a fire-service-based EMS setting, including an N-95 respirator. WCTC shall ensure that students have complete training and testing compliant with Respiratory Protection Standard 29 CFR 1910.134 for the use of an N-95 respirator. It is the student's responsibility to use and maintain proper PPE.
- j. **Health Insurance Portability and Accountability Act (HIPAA).** WCTC will ensure that, as part of the student's course work, that each has had initial training on HIPAA requirements of applicable to a fire-service-based EMS setting.
- k. **FERPA Compliance.** WCTC shall provide the City with guidance regarding compliance with FERPA requirements regarding student records.

2. **City Duties.** The City shall have the following duties:

- a. **Acceptance of Students for the Program.** The City will accept students from WCTC for participation in the Program, allow those students to ride along with City EMS personnel on actual field runs, and allow those students to participate in emergency medical service delivery under supervision by City EMS personnel, at such times and under such circumstances as the City may determine, in the City's sole discretion. WCTC acknowledges and agrees that the City's primary obligation is to provide emergency medical services to the public, and not the provision of training and experience to students; therefore, the City may refuse to allow students to participate from time to time as circumstances dictate, in the City's sole discretion, in order to be able to meet the City's primary obligations.
- b. **Number of Placements and Available Time Slots.** The City shall determine its capacity to accept students for the Program, and to determine a schedule for student participation, in the

City's sole discretion. The City shall notify WCTC in writing of its student capacity and schedule no later than 30 days prior to the commencement of each semester.

- c. **Incidental Instruction.** To the extent that field experiences provide incidental opportunities to do so, and to the extent that doing so would not interfere with delivery of emergency medical services, in the City's sole discretion, City personnel shall provide instruction and guidance to students.
 - d. **Orientation Session.** The City shall provide an orientation session for student participants in the Program, covering City rules for student Program participants, and HIPAA rules for protection of medical records and privacy for treated individuals.
 - e. **Qualified Supervision.** The City will ensure that each student will be supervised by qualified personnel whenever patient care is provided by students.
 - f. **Program Liaison.** The City shall assign a Program liaison with the WCTC, who shall timely keep WCTC informed of all issues and concerns regarding the Program and its student participants. Contact information for the City liaison shall be shared with the WCTC liaison.
3. **Student Acknowledgement and Waiver.** WCTC acknowledges and agrees that all students participating in the Program must sign an Acknowledgement and Waiver form, prepared by the City, before they will be allowed to accompany City personnel on service runs. The Acknowledgement and Waiver will contain the students' acknowledgement that they will be subject to the rules and direction of the City while participating in the Program, and will acknowledge the students' acceptance of the risks involved in Program participation and a waiver of all claims against the City for personal injury and death, among other provisions.
 4. **No Compensation to Students.** Students shall not receive any compensation from the City for participation in, or services rendered during participation in, the Program. Students shall not be deemed City employees.
 5. **Removal of Students from Program.** The City may refuse to allow students to participate in the Program at any time, and may remove any student participant from the Program at any time, in the City's sole discretion.
 6. **No Warranty of Quality of Instruction Provided by City.** WCTC acknowledges that the primary purpose of the Program is to allow students to witness firsthand real-life emergency medical situations, and not for City personnel to provide instruction to students. WCTC shall remain solely responsible for educating its students to meet the requirements that WCTC maintains for the receipt of a degree, certificate or other educational attainment. City personnel will provide incidental instruction and guidance to WCTC students, however, the City makes no representations that such instruction and guidance will conform to WCTC's curriculum, and the City expressly disclaims any and all warranties and representations as to the quality or content of such instruction and guidance.
 7. **No Discrimination.** WCTC and the City shall not unlawfully discriminate against any individual based on race, creed, color, sex, religion, age, disability or national origin, and shall comply with all applicable anti-discrimination laws.
 8. **Relationship of Parties.** Nothing in this Contract shall be construed to create any relationship between the Parties other than independent contractors. Unless specifically provided in this

Contract, the Parties are not agents for one another, have no authority to bind the other to contracts, and have no vicarious liability for the other's acts or omissions.

- 9. **Instruction of Student Responsibilities.** Before students participate in the Program, WCTC shall adequately instruct them regarding their professional responsibilities while in the field with City EMS personnel, including personal conduct, alcohol and drug use, possession of firearms and other weapons, timeliness, uniforms and identification, and cleanliness and appearance.
- 10. **Term and Termination.** This Contract shall be effective as of its date of execution, and shall remain in effect until terminated either by the mutual, written agreement of the Parties; or by notice from one Party to the other of termination, given no later than 30 days prior to the date of termination.
- 11. **Indemnification.** WCTC shall indemnify and hold the City, and its officers, employees and agents, harmless from and against any and all liabilities, damages, suits, claims, losses, judgments, and expenses, including actual attorney fees and court costs, arising either directly or indirectly from WCTC's breach of this Contract or the negligent act or omission of students participating in the Program. WCTC will not indemnify for any willful act or omission of any student.
- 12. **Notices.** All notices required by this Contract, but not those required by Wis. Stats. §893.80, shall be given in writing and delivered to:

City: Attention Steve Howard, Chief, Waukesha Fire Department, 130 West St. Paul Avenue, Waukesha, Wisconsin 53188; showard@waukesha-wi-gov.

WCTC:

or at other such addresses as the Parties designate by written notice to the other party.

- 13. **Governmental Immunities and Notice Requirement Preserved.** Nothing in this Contract shall be construed to be a waiver or modification of the governmental immunities or notice requirements imposed by Wis. Stats. §893.80 or any other law.
- 14. **Governing Law and Jurisdiction.** This Contract will be construed and enforced according to the laws of Wisconsin. The Parties agree that if a lawsuit is necessary with respect to this Contract, it will be filed in the state Circuit Court for Waukesha County, Wisconsin. The Parties consent to personal and subject-matter jurisdiction in Wisconsin, and waive all jurisdictional defenses.

City of Waukesha

By Shawn N. Reilly, Mayor

Date: _____

Attested by Gina L. Kozlik, Clerk-Treasurer

Date: _____

Waukesha County Technical College

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____