

AGREEMENT

FIELD INTERNSHIP FOR EMERGENCY MEDICAL SERVICES PROGRAM

This field Internship agreement (“Agreement”) is made and entered into this 7th day of December, 2010 (“Effective Date”) by and between the City of Redlands (hereinafter “City”) and the San Bernardino Community College District [Crafton Hills College] (hereinafter “District”). City and District are sometimes individually referred to herein as a “Part” and, together, as the “Parties.”

RECITALS

WHEREAS, District and City acknowledge a public obligation to contribute to Emergency Medical Services education for the benefit of students and to meet community needs; and

WHEREAS, District provides approved programs in Emergency Medical Services education which require clinical/field externship experience for students enrolled in these programs; and

WHEREAS, City has facilities suitable for the clinical/field externship needs of the District programs in Emergency Medical Services; and

WHEREAS, it is to the benefit of both District and City that Emergency Medical Services students have opportunities for clinical/field externship experience to enhance their capabilities as practitioners;

NOW, THEREFORE, in consideration of the mutual promises contained herein, District and City agree as follows:

AGREEMENT

I. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE DISTRICT

A. For the Program in General:

1. District is committed to the achievement of equal educational opportunity. Decisions related to admission, participation, student's employment and financing will not be influenced by race, religion, sex, age, disability, or national origin.

2. District assumes full responsibility for offering Emergency Medical Services education programs eligible for accreditation by any appropriate State Board involved.
3. District faculty members may be invited by City to serve as voluntary resource persons to City staff by serving on Emergency Medical Services committees, by sharing knowledge as clinical experts, and by participation in other matters dealing with the quality of patient care.
4. District agrees to provide liability insurance for District employees while participating in activities relating to the instructional program.
5. Malpractice coverage for Emergency Medical Services students is, and throughout the term of the Agreement will be, carried by the individual student.
6. District shall defend, hold harmless and indemnify City against all claims, demands, suits, judgments, expenses and costs of any and every kind on account of the injury to or death of persons or loss of/or damage to property arising in any manner out of acts or omissions of District in connection with its the performance of this Agreement.

B. For Program Planning:

1. District will initiate the development of mutually acceptable clinical/field externship instruction plans for using City's clinical/field externship areas to meet the educational goals of Emergency Medical Services curricula. These plans will be made available to City at a mutually agreed upon time and subject to revision in instances of conflict with hospital patient care responsibilities or District interests.

C. For Clinical/Field Externship Instructors:

1. District will provide faculty members who are both qualified and competent teachers and licensed health care practitioners for all academic areas.
2. District faculty will be responsible for learning and observing the regulations of both District and City as they apply to the circumstances of clinical/field externship teaching.
3. District has the privilege of regularly scheduled meetings at mutually agreed upon times at City with City staff, including both selected personnel and administrative level representatives, for the

purpose of interpreting, discussing, and evaluating the educational program involved.

D. For Emergency Medical Services:

1. District faculty shall be responsible for instructing emergency medical service students regarding to patient and institution confidentiality.
2. District faculty shall inform the students that they must be able to provide a record of immunizations and physical examination, if requested.
3. Emergency Medical Services students shall have the status of students and shall not be considered to be City employees, nor shall they replace City staff. Clinical/field externship experience will be conducted as a laboratory learning experience.
4. Emergency Medical Services students are subject to the authority, policies, and regulations of District. They are also subject, during clinical/field externship assignment, to applicable City regulations and must conform to the same standards as are set for City employees and other students and learners in matters relating to the welfare of patients and general City operations.
5. District will be responsible for assuring that the Emergency Medical Services students assigned to City for clinical/field externship instruction comply with all applicable provisions of this Agreement and meet both District and City academic and clinical/field externship standards and rules and regulations of conduct.

II. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE CITY

A. For the Program in General:

1. City will maintain the standards which make it eligible for approval as a clinical/field externship area for instruction in Emergency Medical Services programs.
2. City staff may participate in the education program on request of District. This may be as resource persons, clinical/field externship experts, or assistants in the planning and implementation of aspects of clinical/field externship education. Such participation shall be voluntary and shall not interfere with assigned City duties.

3. City will designate a staff member who will function as Education Coordinator for Emergency Medical Services for education usage of City facilities, including joint planning with representatives of all involved Emergency Medical Services programs.
4. City will permit the faculty and students of District to use its patient service facilities for clinical/field externship education according to the approved curricula, provided they comply with all applicable rules and regulations of City.

B. For Services and Facilities

1. City will permit use of the following facilities and services by District Emergency Medical Services students and faculty at such times and to the degrees considered feasible by City:
 - a. Parking areas.
 - b. First aid treatment provided appropriate written consent is given.
 - c. Access to sources of information for educational purposes, such as:
 1. Kardex files;
 2. Procedure guides, policy manuals;
 3. Medical dictionaries, pharmacology references; and other references suitable to the clinical/field externship area;
 4. Books and periodicals in the Medical Library.

C. For Control of District Personnel

1. City may without notice or hearing refuse access to its clinical/field externship areas to Emergency Medical Services students or District faculty who do not meet its employee standards for safety, health, cooperation, or ethical behavior or any other applicable rules and regulations. An investigation and resolution of any such matter by City and District shall take place within sixty (60) days thereafter.

III. JOINT RESPONSIBILITIES AND PRIVILEGES

A. For Publications

1. Publication by District faculty or City staff members of any material relative to their clinical/field externship experience that has not been approved for release by District and City is prohibited.

B. Assurance of Non-Discrimination

1. District and City, in compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Educational Amendments of 1972, and Section 505 of the Rehabilitation Act of 1973, do not discriminate on the basis of race, color, national origin, religion, sex, age or handicap in any policies, procedures or practices.

C. Liability Status of the Contracting Agencies

1. City hereby agrees to save and hold harmless District and its departments, agencies, officers and employees from all sums which District or any of its departments, agencies, officers, or employees may be obligated to pay by reason of any liability imposed on them for damages arising out of the performance of the services rendered by City and caused by any negligent or intentionally wrongful, omission or act of City or any person employed by City or any others for whose acts is legally liable. Said sums shall include, in the event of legal action, court costs, expenses of litigation and reasonable attorneys' fees.
2. District hereby agrees to save and hold harmless City and its departments, agencies, officers and employees from all sums which City or any of its departments, agencies, officers, or employees may be obligated to pay by reason of any liability imposed on them for damages arising out of the performance of the services rendered by District and caused by any negligent or intentionally wrongful, omission or act of District or any person employed by District or any others for whose acts District is legally liable. Said sums shall include, in the event of legal action, court costs, expenses of litigation and reasonable attorneys' fees.

PART V TERM OF AGREEMENT

- A. The term of this agreement shall commence on its Effective Date and shall continue in effect for a period not to exceed five years, terminating on June 30th of the fifth year. This agreement may be terminated by either Party by twenty (20) days prior written notice to the other Party.

IN WITNESS WHEREOF, the parties by their duly authorized representatives have executed this agreement as of the last date written below.

APPROVED BY THE CITY

APPROVED BY THE DISTRICT
San Bernardino Community College District

Steven Sutorus, Business Manager

Date

Date

City Contract Contact:

Scott MacDonald
Name/Title

City of Redlands
Address

PO Box 3005, Ste 12

909-798-7600
Telephone