



RACINE FIRE DEPARTMENT
Chief's Office: 262-635-7911

December 8, 2014

Honorable Mayor and
Common Council

Dear Honorable Mayor and Common Council:

An agreement between the Racine Fire Department and the Caledonia Fire Department will allow the Racine Fire Department to precept paramedics in training from the Caledonia Fire Department. The agreement is similar to the current agreements we have with Gateway Technical College (GTC), and the Waukesha County Technical College (WCTC).

The Racine Fire Department will receive a precepting fee from the Caledonia Fire Department to cover expenses associated with the program. The attached agreement has been reviewed by the City Attorney's Office.

Respectfully submitted,

Steve Hansen, Fire Chief

Attachment

**CLINICAL AFFILIATION AGREEMENT
BETWEEN
City of Racine Fire Department
AND
Village of Caledonia – Fire Department**

THIS AGREEMENT, made by and between the City of Racine, a municipal corporation of the State of Wisconsin ("City"), and the Village of Caledonia, collectively called the "Parties." This relationship is established for the purpose of education and clinical training of Caledonia's students in the program of Paramedical Medicine Education. By this Agreement, the City retains responsibility for the care of its patients and Caledonia accepts responsibility for its student's clinical activities and clinical education. To establish this educational relationship, the Parties agree as follows:

1. **Program Agreement**

Annually, the Parties intend to mutually agree in writing as to Caledonia's proposed objectives for clinical placement of its students. The Program Agreement sets forth the educational program for Caledonia employee's clinical experience at the City.

2. **Term and Termination**

The term of this Agreement shall be for one year from January 1, 2009 to December 31, 2009. The Parties shall mutually agree in writing to any renewal of this Agreement. This Agreement may be terminated by either Party without cause upon ninety-day's (90) written notice to the other Party. The City reserves the right to immediately terminate this agreement for Caledonia's failure to comply with conditions set forth herein.

3. **Responsibilities of Caledonia**

Caledonia agrees that it shall:

- A. Be responsible for the placement of students in accordance with a mutually agreed upon schedule for the clinical assignments.
- B. Require its on-site faculty (if applicable) and students to submit to the City evidence of proper health requirements, as determined by the City.
- C. Require its on-site faculty (if applicable) and students to abide by all City policies, rules and regulations including, but not limited to, City policies of conduct, infection control, standard precautions and the handling of hazardous materials.

3. **Responsibilities of Caledonia**, continued

- D. Remove any student from the program upon City's request, which shall not be unreasonably made.
- E. Retain responsibility for the actions of its students while at the City under this Agreement.
- F. Caledonia will pay to the City preceptor compensation/honorarium in the amount of \$1.50 per hour up to 250 hours per paramedic student, payable within 30 days after invoice therefor by City.
- G. Obtain and maintain in full force and effect during the term of this Agreement comprehensive general liability and malpractice insurance covering its students and agents against all liabilities arising from the activities contemplated by this Agreement, with limits of not less than \$1,000,000.00 per occurrence and \$5,000,000.00 in the aggregate. Upon City's request, Caledonia shall provide the City with proof of insurance evidencing such coverage within thirty (30) days of execution of this Agreement and shall require its insurance carrier to provide the City with thirty-days (30) prior written notice of any revocation or reduction in such coverage.
- H. Obtain a statement from each student, which certifies the student is an active member of a municipal fire department. Caledonia shall furnish a copy of the statement to the City prior to the start of any student training.

4. **Responsibilities of the City**

The City agrees that it shall:

- A. Allow the use of its clinical and educational facilities, including parking assignments as available, as mutually agreed upon by the parties.
- B. Maintain standards of patient care and institutional policies, which will provide quality patient care and thus, provide optimum educational experience.
- C. Provide facilities, supplies and materials for the delivery of patient care by Caledonia students.
- D. Provide or refer students to alternate outpatient treatment in case of accident or illness. However, in no circumstances shall the City bear the cost of any such treatment including, but not limited to, emergency room or outpatient treatment.

5. **Responsibilities of Both Parties**

In addition to the above, the Parties shall:

- A. Agree to indemnify and hold harmless the other Party, its officers, directors, agents, employees, medical staff and representatives, from all costs, damages and expenses arising from its negligent actions or omissions or the negligent actions or omissions of its students, faculty, employees, agents or representatives that are a cause of any personal injury, bodily injury or property damage during the course of activities contemplated by this Agreement.

- B. Comply with all applicable federal and state laws, rules and regulations, including, but not limited to, those regarding confidentiality of patient care records, the protection of human research subjects and the unlawful discrimination against any party receiving services under this Agreement because of race, color, sex, national origin, age or handicap.
- C. Amend or modify this Agreement only in writing and after formal approval by each party.
- D. Deliver notices required to be given under this Agreement in writing, hand delivered or sent by United States Certified or Registered mail, postage prepaid, to the address below:

City of Racine Fire Department
Attn: Steve Hansen, Fire Chief
810 – 8th Street
Racine WI 53403

With a copy to:

City Clerk
730 Washington Avenue
Racine WI 53403

And:

Village of Caledonia, Fire Department
Attn: Richard Roeder, Fire Chief
6900 Nicholson Road
Caledonia WI 53108

- E. Maintain workers compensation insurance which shall cover its own employees regardless of the location of the training site(s) contemplated by this Agreement.

Dated this ____ day of _____, 2009.

VILLAGE OF CALEDONIA

By: _____

Its:

By: _____

Fire Chief

CITY OF RACINE

By: _____

Mayor

ATTEST:

By: _____

City Clerk

APPROVED AS TO FORM:

City Attorney

Provisions have been made to pay the liability that will accrue hereunder.

Finance Director