

TACOMA FIRE PARAMEDIC SCHOOL PARTICIPATION AGREEMENT

This Agreement is made and entered into between City of Tacoma, **Tacoma Fire Department ("City")**, located at 901 Fawcett Ave., Tacoma, Washington, 98402 and **East Pierce Fire & Rescue ("Agency")**, located at 18421 Veterans Memorial Drive E, Bonney Lake A 98391 The purpose of this Agreement is for City, which is committed to training health care professionals, to provide desirable clinical learning experiences and facilities for Agency's students. In consideration of the mutual covenants and agreements contained herein, City and Agency agree as follows:

1. GENERAL PROVISIONS

- 1.1. The City plans the Tacoma Fire Paramedic School program (Program), Exchange of information will be maintained by on-site visits when practical and by email or telephone in other instances.
- 1.2. City and Agency will instruct their respective faculty, staff, and students participating in the Program, to maintain confidentiality of student and patient information as required by law and by the policies and procedures of City and Agency.
- 1.3. The fee per student for 2022 will be \$13,500. Fees for future classes may vary based on course cost to the City and will be provided to Agency prior to student registration each year. City will plan student placement in advance of each classes beginning, taking into account the needs of the City for clinical placement, maximum number of students, and the needs of other disciplines or Agency's requesting clinical placements.
- 1.4. There will be no discrimination against any Program participant or applicant under this Agreement on the basis of race, color, creed, religion, national origin, age, sex, honorably discharge veteran or military status, sexual orientation, marital status, genetic information, pregnancy, the presence of any sensory, mental or physical disability, or the use of a trained guide dog or service animal by a person with a disability.

2. CITY'S RESPONSIBILITIES

- 2.1. City will provide an updated curriculum and class fees prior to the start of Program registration each year. Class fees will be determined by the City based on the costs to operate the Program. City will be responsible for instruction and administration and will have the final responsibility for grading students.

- 3.2. Agency will designate Preceptors, who are employees of the Agency, responsible for supervision of Agency students when they are completing required ride along hours on Agency apparatus. Agency will submit in writing to City the professional credentials for review of each Preceptor. Agency Liaison will notify City in writing of any change or proposed change of the Preceptors. Preceptors will remain employees of the Agency, and will not be deemed employees or agents of the City.
- 3.3. Agency will ensure that three months prior to the start of clinical rotations, all students will be required to meet clinical site requirements: immunizations (to include the COVID-19 vaccine required under Washington State Proclamation 21-14), annual background checks, and drug screens.
- 3.4. Agency will ensure pre-requisites are met for all enrolled students at least four weeks prior to the start of the Program. Agency is responsible for supplying any additional information required by City as set forth in this Agreement, prior to the arrival of students. Agency will notify City in writing of any change or proposed change in a student's status.
- 3.5. Agency is responsible for any Workers' Compensation injuries of their employees/students. Agency assumes potential liability for actions brought by the Agency's own employees against the City and, solely for the purpose of this indemnification and defense, the Agency specifically waives any immunity under the state industrial insurance law, Title 51 RCW. THE AGENCY RECOGNIZES THAT THIS WAIVER WAS THE SUBJECT OF MUTUAL NEGOTIATION.
- 3.6. Agency will provide to the City a transcript documenting successful completion of a college level anatomy and physiology course no later than 1 months prior to the start of the class.
- 3.7. Agency will pay for all Program fees prior to the start of the Program.
- 3.8. Agency will comply with and ensure to the extent possible that students comply with the policies and procedures established by City.
- 3.9. Agency voluntarily provides students with training on the requirements of the Health Insurance Portability and Accountability Act (HIPAA). Additional training on City's specific HIPAA policies and procedures will be provided as necessary. Agency will direct its students and faculty to comply with the policies and procedures of City.

6. **TERM**

- 6.1. This Agreement is effective beginning **October 1, 2021** and will continue thereafter from year to year. This agreement should be reviewed at least every three (3) years to maintain accuracy.
- 6.2. This agreement may be canceled by written notice one year prior to termination; however, such termination shall not become effective for the students then enrolled in the clinical education program if such termination prevents completion of their requirements for completion of the clinical education program, or is after 30 days from the start of the education program. Any notice of termination within the first 30 days will be eligible for a full refund.

7. **PROVISIONS REGARDING BLOOD-BORNE PATHOGENS**

- 7.1. Agency certifies that it has trained each student it sends to City in universal precautions and transmission of blood-borne pathogens, and that it will send to City only students who have been trained in and have practiced using universal precautions. City has recommended the Hepatitis B (HBV) screening to all Program students before assignment to Agency. Students may waive the HBV series, but are required to have a TB screening and be up-to-date on all other immunizations. Agency will provide personal protection equipment that is appropriate for the tasks assigned to City's students.
- 7.2. In the event a student sustains a needle-stick injury or other substantial exposure to bodily fluids of another or other potentially infectious material while participating in the Program at City, Student shall be instructed to:
 - 7.2.1. Seek evaluation at an emergency department as soon as possible after the injury. This evaluation may include:
 - 7.2.1.1. Emergency medical care following the injury;
 - 7.2.1.2. Initiation of HBV, Hepatitis C (HCV) and HIV protocol;
 - 7.2.1.3. HIV counseling and appropriate testing.
 - 7.2.1.4. Source patient testing
- 7.3. The City is not responsible for any costs related to care, testing, counseling, or obtaining necessary follow-up care.

8. **MISCELLANEOUS PROVISIONS**

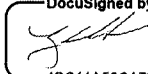
8.6. Severability. If any provision of this Agreement, or of any other agreement, document or writing pursuant to or in connection with this Agreement, shall be held to be wholly or partially invalid or unenforceable under applicable law, said provision will be ineffective to that extent only, without in any way affecting the remaining parts or provisions of said agreement.

8.7. Waiver. Neither the waiver by any of the parties hereto of a breach of or a default under any of the provisions of this Agreement, nor the failure of either of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, will thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder.

IN WITNESS WHEREOF, the Parties hereto have accepted and executed this Contract, as of the Effective Date stated above, which shall be Effective Date for bonding purposes as applicable. The undersigned Contractor representative, by signature below, represents and warrants they are duly authorized to execute this legally binding Contract for and on behalf of Contractor.

CITY OF TACOMA:

Signature:

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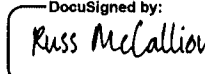
Name: Toryono Green

Title: Fire Chief

Date: 01/04/2022

CONTRACTOR:

Signature:

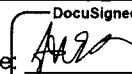
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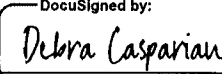
Name: Russ McCallion

Title: Assistant Chief--EMS

Date: 01/04/2022

(City of Tacoma use only - blank lines are intentional)

Director of Finance: 
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Deputy/City Attorney (approved as to form): 
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CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

The Contractor (Contractor) shall maintain at least the minimum insurance set forth below. By requiring such minimum insurance, the City of Tacoma shall not be deemed or construed to have assessed the risk that may be applicable to Contractor under this Contract. Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

1. GENERAL REQUIREMENTS

The following General Requirements apply to Contractor and to Subcontractor(s) of every tier performing services and/or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following insurance requirements applicable to Contractor and Contractor's Subcontractor(s):

- 1.1. City of Tacoma reserves the right to approve or reject the insurance provided based upon the insurer, terms and coverage, the Certificate of Insurance, and/or endorsements.
- 1.2. Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by City of Tacoma.
- 1.3. Contractor shall keep this insurance in force during the entire term of the Contract and for Thirty (30) calendar days after completion of all work required by the Contract, unless otherwise provided herein.
- 1.4. Insurance policies required under this Contract that name "City of Tacoma" as Additional Insured shall:
 - 1.4.1. Be considered primary and non-contributory for all claims.
 - 1.4.2. Contain a "Separation of Insured provision and a "Waiver of Subrogation" clause in favor of City of Tacoma.
- 1.5. Section 1.4 above does not apply to contracts for purchasing supplies only.
- 1.6. Verification of coverage shall include:
 - 1.6.1. An ACORD certificate or equivalent.
 - 1.6.2. Copies of all endorsements naming the City of Tacoma as additional insured and showing the policy number.
 - 1.6.3. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements – actual endorsements must be submitted.
- 1.7. Liability insurance policies, with the exception of Professional Liability and Workers' Compensation, shall name the City of Tacoma and its officers, elected officials, employees, agents, and authorized volunteers as additional insured.
 - 1.7.1. No specific person or department should be identified as the additional insured.
 - 1.7.2. All references on certificates of insurance and endorsements shall be listed as "City of Tacoma".
 - 1.7.3. The City of Tacoma shall be additional insured for both ongoing and completed operations using Insurance Services Office (ISO) form CG 20 10 04 13 and CG 20



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

- 1.17. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made by City of Tacoma to Contractor.
- 1.18. Insurance coverages specified in this Contract are not intended and will not be interpreted to limit the responsibility or liability of Contractor or Subcontractor(s).
- 1.19. Failure by City of Tacoma to identify a deficiency in the insurance documentation provided by Contractor or failure of City of Tacoma to demand verification of coverage or compliance by Contractor with these insurance requirements shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- 1.20. If Contractor is a State of Washington or local government and is self-insured for any of the above insurance requirements, a certification of self-insurance shall be attached hereto and be incorporated by reference and shall constitute compliance with this Section.

2. CONTRACTOR

As used herein, "Contractor" shall be the Supplier(s) entering a Contract with City of Tacoma, whether designated as a Supplier, Contractor, Vendor, Proposer, Bidder, Respondent, Seller, Merchant, Service Provider, or otherwise.

3. SUBCONTRACTORS

It is Contractor's responsibility to ensure that each subcontractor obtain and maintain adequate liability insurance coverage. Contractor shall provide evidence of such insurance upon City of Tacoma's request.

4. REQUIRED INSURANCE AND LIMITS

The insurance policies shall provide the minimum coverages and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve Contractor from liability in excess of such limits.

4.1 Commercial General Liability Insurance

Contractor shall maintain Commercial General Liability Insurance policy with limits not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) annual aggregate. The Commercial General Liability Insurance policy shall be written on an Insurance Services Office form CG 00 01 04 13 or its equivalent. Products and Completed Operations shall be maintained for a period of three years following Substantial Completion of the Work related to performing construction services.

This policy shall include product liability especially when a Contract solely is for purchasing supplies. The Commercial General Liability policy shall be endorsed to include:

- 4.1.1 A per project aggregate policy limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.

4.2 Sexual Misconduct or Abuse & Molestation Liability Insurance

Contractor shall maintain Sexual Misconduct policy with limits not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) aggregate. If Abuse and Molestation coverage is provided on a "claims-made" basis, coverage must be maintained for not