



# EAST JEFFERSON FIRE RESCUE

## INTER-LOCAL AGREEMENT

This agreement is made and entered into between

### **North Kitsap Fire & Rescue (NKFR)**

Located at 26642 Miller Bay Rd. N.E., Kingston, WA 98346 and

### **East Jefferson Fire & Rescue ("Training Site")**

Located at 40 Seton Road Suite A, Port Townsend, WA 98368

The purpose of this Agreement is for a Training Site, which is committed to training health care professionals, to provide desirable clinical learning experiences and facilities for NKFR interns. In consideration of the mutual covenants and agreements contained herein, NKFR and Training Site agree as follows:

## **I. GENERAL PROVISIONS**

- A. NKFR and Training Site will instruct their respective faculty, staff, and intern participating in the clinical education program, to maintain confidentiality of intern and patient information as required by law and by policies and procedures of NKFR and Training Site.
- B. There will be no payment of charges or fees between NKFR and Training Site.

## **II. TRAINING SITE'S RESPONSIBILITIES**

- A. Training Site will provide intern with a desirable clinical education experience within the scope of health care services provided by Training Site. Training Site will designate Preceptors for the assigned intern and will designate one person as the clinical education supervisor, who will maintain contact with NKFR-designated Liaison to assure mutual participation in and review of the clinical education program and intern progress. The Training Site will provide intern with access to sources of information necessary for the education program, within Training Site's policies and procedures and commensurate with patients' rights, including library resources and reference materials.
- B. Training Site will make available to intern basic supplies and equipment necessary for care of patients/clients and the clinical education program. Within the limitation of facilities, Training Site will make available office and conference space for intern and, if applicable, Training Site faculty.



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- C. Training Site will submit required reports on each intern performance and will provide an evaluation to NKFR on forms provided by EJFR.
- D. Training Site retains full responsibility for the care of patients/clients, and will maintain the quality of patient care without relying on the intern clinical training activities for staffing purposes.
- E. Training Site will have the right take immediate temporary action to correct a situation where an intern action (s) endangers patient care. Also soon as possible thereafter, Training Site's clinical education Supervisor will notify NKFR of the action taken. All final resolutions of the intern status in such situations will be made solely by NKFR after reviewing the matter and considering whatever written factual information the Training Site provides for NKFR; however, the Training Site reserves the right to terminate the use of its facilities by a particular intern where necessary to maintain its operation free of disruption and to ensure quality of patient care.
- F. On any day when an intern is participating in the clinical education program at its facilities, the Training Site will provide to such intern necessary emergency health care or first aid for accidents occurring in its facilities. Financial responsibility for such emergency care, including care described elsewhere in the Agreement, will be as follows:
  - Training Site will not bill intern for the cost of initial emergency care;
  - At the intern's expense, Training Site will provide follow-up care, testing and counseling, including HIV testing, and counseling associated with that testing, in the absence of any similar service being immediately available from NKF&R's health services;
  - The intern will be responsible for the costs of any and all such follow-up care, testing and counseling.
- G. Except as provided in this Agreement, Training Site will have no obligation to furnish medical or surgical care to any intern.

### III. INTERN STATUS AND RESPONSIBILITIES

- A. Intern will have the status of learner and will not replace Training Site personnel. Any service rendered by intern is incidental to the educational purpose of the clinical education program.
- B. Intern is required to adhere to the standards, policies, and regulations of Training Site during their clinical education program.
- C. Intern will wear appropriate attire and nametags, and will conform to the standards and practices established by NKF&R during their clinical education program at Training Site.



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- D. Intern assigned to Training Site will be and will remain an intern of NKF&R, and will in no sense be considered an employee of Training Site. Training Site does not and will not assume any liability under any law relating to Worker's Compensation on account of any NKF&R intern performing, receiving training, or traveling pursuant to this Agreement. Intern will not be entitled to any monetary or other remuneration for services performed by them at Training Site, nor will Training Site otherwise have any monetary obligation to NKF&R or its intern by virtue of this Agreement.

### **IV. LIABILITY COVERAGE PROVISIONS**

- A. Each party shall, at all times, be solely and exclusively responsible for the acts or failure to act of its personnel that occur or arise in any way out of the performance of this Agreement. Each party's personnel shall be under the employment of its Fire District for purposes of any injury, loss, claim, damage or liability arising out of or related to this Agreement. Each party further agrees to hold harmless, defend, and indemnify, the other party and their personnel from all costs, expenses, losses, and damages, including cost of defense incurred as a result of any acts or omissions of the pertinent acting or non-acting Agency or its personnel relating to its performance or wrongful non-performance under this Agreement.
- B. Each Agency shall provide the other party in the form of a Certificate of Coverage, proof of its insurance that provides good and adequate coverage for all its reasonably foreseeable activities hereunder.



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## V. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT PROVISION

NKFR shall direct its intern to comply with the policies and procedures of the Training Site, including those governing the use and disclosure of individually identifiable health information under federal law, specifically 45 CFR parts 160 and 164. Solely for the purposes of defining the interns' role in relation to the use and disclosure of Training Site's protected health information, as that term is defined in 45 CFR parts 160 and 164, the intern's are defined as members of the Training Site's workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, the intern is not and shall not be considered to be employee or volunteer of the Training Site, nor is the intern an agent of the Training Site by virtue of this provision.

**North Kitsap Fire & Rescue**

Date 10-13-10

By [Signature]

**East Jefferson Fire & Rescue**

Date 10/13/2010

By [Signature]