

Newton County Fire Service  
Clinical Agreement

This agreement of understanding is made and entered into this the 19th day of July, 2023 by and between Newton County Fire Service (hereafter referred to as NCFS), whose address is 4136 Highway 278, Covington, Ga 30014 and the City of Forest Park (hereafter referred to as FOREST PARK), whose address is 745 Forest Parkway, Forest Park, GA 30297.

Whereas, FOREST PARK desires to assist and improve the general healthcare provided to the citizens of our service areas; and

Whereas, an important element of emergency health care involves the field treatment and transportation of patients to an appropriate medical facility; and

Whereas, the medical care and attention given to patients in the field and during transportation is a critical element in the provision of emergency health and

Whereas, NCFS has Fire Fighters and Responders from our service areas enrolled in their EMT program; and

Whereas, FOREST PARK agrees to allow the students of NCFS the privilege of clinical experience while observing on a FOREST PARK response Unit; and

Whereas, the above-named parties, through their respective representatives, desire to cooperate in the operation of a clinical training program in order to provide for a training experience where individuals desiring to become licensed Emergency Medical Technicians/Advanced Emergency Medical Technicians so as to assist the students in improving their skills and knowledge.

Now, therefore, in consideration the mutual promises and agreements contained herein the parties do hereby agree as follows:

**Section A: NCFS shall do or cause to be done the following:**

- 1) Be responsible for the initial training and education of the student participating in an approved DPH program.
- 2) Will ensure that the individuals participating in this rotation have satisfactorily completed the necessary portions of their curriculum prior to beginning their rotation with FOREST PARK.
- 3) Be responsible to FOREST PARK for the quality of care rendered to patients by the students. But FOREST PARK will maintain overall responsibility for providing care to all patients.
- 4) Provide adequate written information regarding the students and the clinical experiences needed prior to the scheduling of each educational experience.
- 5) Will provide FOREST PARK with the objectives of the clinical rotation while assigned to report to FOREST PARK.
- 6) Assure observance by all of its participating students of existing FOREST PARK policies and procedures, which includes confidentiality of medical records and patient information.
- 7) Initiate, as needed, appropriate follow-up with FOREST PARK concerning all students entering the clinical experience, to ascertain appropriateness of performance, behaviors and need for restructuring of clinical program.
- 8) Will provide evidence of student's good health including, but not limited to, PPD test, Hepatitis immunity, and Rubella vaccination (a signed letter by the instructor verifying the above will suffice unless specific proof is requested). Tetanus vaccination is advised, but not required.

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- 9) Will verify that all students are covered by professional liability insurance, at a level of at least \$1,000,000.00 and show evidence of coverage prior to scheduling (a signed letter by the instructor attesting to the above will suffice unless specific proof is requested).
- 10) Will ensure that students are aware that they will individually be responsible for any expenses incurred by the students due to illness or accident while participating in the program. Each student will be responsible for signing a waiver to this effect prior to their scheduled shifts with FOREST PARK.
- 11) Agrees to ensure that all students assigned to FOREST PARK are assigned solely for the purpose of obtaining clinical education and experience and they will not be considered employees of FOREST PARK.
- 12) Will withdraw from the clinical rotation program any student whom FOREST PARK requests to be withdrawn for reasons including, but not limited to, one whose behavior or work is hazardous or potentially hazardous to patient service.
- 13) Will ensure that there is a qualified Licensed instructor representing NCFS Program who is ultimately responsible for the conduct and actions of the students and this person will be available (on call) at all times for the students and FOREST PARK. The name and contact number of each responsible instructor must be on file prior to the clinical rotation, and documented on student liability waivers.
- 14) Will abide by all local, state, and federal laws, regulations, and rules and abide by all applicable licensing/certification requirements.
- 15) Will ensure that all students report to clinical rotations wearing their official class/school clinical uniform.
  - a) All students must be well groomed.
  - b) All students must wear an ID clearly indicating them as students.
- 16) Assure that all students have a comprehensive, nationwide criminal background check prior to participation in clinical rotations at FOREST PARK. Students with felony arrests, violent histories, and/or sex offender status will be excluded from participation.
- 17) Assure that all students complete drug screening prior to their assigned clinical rotation with FOREST PARK (at student's/program's expense), and that all participants are negative for tested substances (a signed letter by the instructor verifying the above will suffice unless specified proof is requested). Assure that participants sign an agreement of understanding that FOREST PARK is a drug free workplace and, that random screens may be conducted during training. Chemically dependent persons will be excluded from participation. Students taking prescribed medications which Impair performance/judgment (i.e. narcotic pain medications) are requested to refrain from participating in clinical rotations until those medications have cleared their system.
- 18) Assure that all students have reviewed and signed the Student Guidelines agreement prior to beginning rotations with FOREST PARK.

**Section B: FOREST PARK shall do or cause to be done the following:**

- 1) Provide adequate clinical services for NCFS students in accordance with the objectives to the extent possible considering staffing restrictions and availability of preceptors.
- 2) As requested by NCFS, assist in a supervised orientation for the students and provide accessibility to equipment and records as necessary for teaching purposes.

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- 3) Assist in the evaluation of NCFS students learning, performance, and patient care.
- 4) Complete required verification of student attendance forms, skill completion, and other documents as requested by NCFS
- 5) Investigate any reports, and if indicated, initiate disciplinary action of unsatisfactory clinical experiences resulting from FOREST PARK employee conduct.

**Section C: Privacy Agreement (HIPAA Compliance)**

- 1) Use of Protected Health Information—NCFS shall ensure that its Faculty, Participating Trainees, and Training Supervisors, do not use Protected Health Information received from FOREST PARK in any manner that would constitute a violation of the Privacy Standards. NCFS will specifically instruct students that no personally identifiable information will be taken from FOREST PARK in any form.
- 2) Reporting of Disclosures of Protected Health Information—NCFS, within five (5) days of becoming aware of a disclosure of Protected Health Information in violation of this Agreement by NCFS it's EMS Faculty, Participating Trainees, and Training Supervisors, report any such disclosure to FOREST PARK.

**Section D: NCFS and FOREST PARK agree to be mutually responsible for the following:**

- 1) Clinical assignments for EMT/AEMT students taking part in the rotation based on goals and objectives of the program and availability of student slots. .
- 2) Both will work together to maintain an environment which provides quality student teaming.
- 3) The parties mutually agree that neither party will discriminate against any applicant for enrollment for a course of study or against any student in his/her course of study on the basis of race, color, sex, creed, national origin, age or handicap; provided such handicap does not preclude such n person's physical and mental ability to participate therein. The applicable provisions of Executive Order 1 1246, 503 of the Rehabilitation ACT of 1973 and the Vietnam Veterans Readjustment Assistance Act, and applicable regulation thereunder, are incorporated by reference.

**Section E: It is understood that:**

- 1) This agreement shall remain in full force and effect for a period of two years, unless terminated by either party or a mutual decision by both NCFS and FOREST PARK.
- 2) Either party may terminate with or without cause this agreement within 30 days' written notice to the other party before the start of the next rotation.
- 3) This agreement may be modified by mutual consent, provided any and all modification will be in writing and signed by both parties, NCFS and FOREST PARK.
- 4) This agreement will be interpreted and constructed by the Laws of the State of Georgia.
- 5) Any provision of this agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this agreement, the legality, validity, and enforceability of the remaining provision shall not be affected thereby,

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- 6) Under this agreement, the relationship of the parties Will be that of independent contractors. Neither party shall exorcise control over the method, manner, or means by which the other performs its duties.
- 7) Any addendums or amendments to this agreement are made apart of this agreement by reference.
- 8) This agreement cannot be assigned without written approval of both parties.
- 9) Please see attachment forms requiring student signature referred to in Section A of this document.

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Chief Michael W. Conner  
Newton County Fire Services

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Date

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Chief Latosha Clemons  
Forest Park Fire & Emergency Services

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Date

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Ricky Clark  
Forest Park, GA City Manager

\_\_\_\_\_  
Date