

CLINICAL AFFILIATION AGREEMENT BETWEEN:

The Grafton Fire Department

AND

The City of Sheboygan Fire Department

THIS AGREEMENT is between the Village of Grafton Fire Department (“Grafton”), and the City of Sheboygan Fire Department (“Sheboygan”) (Grafton and Sheboygan may be referred to herein individually as a “Party” and collectively as “Parties”). The relationship is established for the purposes of education and clinical training of the Grafton Fire Department paramedics. By this Agreement, Sheboygan retains responsibility for the care of their patients and Grafton accepts responsibility for its employee’s clinical activities and clinical education. To establish this educational relationship, the Parties agree to the following:

1. Program Agreement

The Parties shall mutually agree in writing as to the Grafton Fire Department’s proposed objectives for clinical placement of its paramedics (“such written objectives shall be referred to herein as the “Program Agreement”). The Program Agreement sets forth the educational program for The Grafton Fire Department’s clinical experience at the Sheboygan Department. The Grafton Fire Department’s clinical education program objectives will contain at minimum the following:

- The academic content and nature of anticipated clinical experience
- The qualifications of its paramedics as needed for the clinical experience
- The anticipated schedule of the clinical experience
- The educational responsibilities of the Grafton Fire Department
- The educational responsibilities of the Grafton Fire Department and the Sheboygan Fire Department as it applies to this Agreement

2. Term and Termination

The term of this Agreement shall be from April 1, 2024 to December 31, 2024. Either party may terminate this Agreement at any time for any reason by providing notice of intent to terminate in writing to the other party in accordance with Section 5(d) of this Agreement.

3. Responsibilities of the Grafton Fire Department

The Grafton Fire Department agrees that it shall:

- a. Be responsible for the educational program of its paramedics assigned to the City of Sheboygan Fire Department by establishing scheduling acceptable to the Sheboygan Fire Department as well as a clinical scope of skills and practices permitted while under the supervision of Sheboygan Fire Department paramedics.
- b. Require its paramedics to submit to the Sheboygan Fire Department evidence of proper health requirements as required by Sheboygan Fire Department;

- c. Require its paramedics to abide by all Sheboygan Fire Department policies, rules and regulations including, but not limited to, Sheboygan Fire Department policies of conduct, infection control, standard precautions and the handling of hazardous materials;
- d. Remove any Grafton paramedic from the Sheboygan Fire Department clinical ride-a-long program upon reasonable request;
- e. Retain responsibility for actions of paramedics while operating with the Sheboygan Fire Department.
- f. Obtain and maintain in full force and effect during the term of the Agreement comprehensive general liability and malpractice insurance covering its employees 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.
- g. Upon Sheboygan Fire Department request, The Grafton Fire Department shall provide the Sheboygan Fire Department with certificates of insurance evidencing such coverage within Thirty (30) days of execution of this Agreement and to require its insurance carrier to provide the Sheboygan Fire Department with Thirty (30) days prior written notice of any revocation or reduction in such coverage.

4. **Responsibilities of the Sheboygan Fire Department**

Sheboygan Fire Department agrees that it shall:

- a. Allow the use of its clinical and educational facilities *based on availability*, 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 in a safe environment.
- c. Provide or refer Grafton Fire Department paramedics to alternate outpatient treatment in case of accident or illness. However, in no circumstances shall the Sheboygan Fire Department bear the cost of any such treatment including, but not limited to, emergency room or outpatient treatment.
- d. Reserve the right to deny or limit clinical ride along time based on the needs of the Sheboygan department, other intergovernmental agreements and agreements with local educational institutions.
- e. Reserve the right to remove any paramedic from the clinical ride along for cause. "Cause" shall be understood as including but not being limited to noncompliance with a Sheboygan Fire Department policy, procedure, or directive; or unprofessional conduct. Such determination shall be made by the Sheboygan Fire

Chief or their designee and shall be communicated to the Grafton Fire Chief or their designee at the time of or immediately after removal.

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, agent, employees, medical staff and representatives, from all costs, damages and expenses (including reasonable attorney fees) arising from its actions or omissions or the actions or omissions of its firefighter/paramedics, staff, employees, agents or representatives which cause any personal injury, bodily injury or property damage during the course of activities contemplated by this Agreement. Neither party agrees to waive their statutory limitations of liability.
- 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 person receiving services under this Agreement because of race, color, sex, national origin, age or handicap.
- c. Amend or modify this Agreement in writing only upon mutual Agreement and executed with the same formality as this document.
- d. Deliver notices required to be given under this Agreement in writing and shall be hand delivered or sent by United States Certified or Registered mail, postage prepaid, to the address below:

City of Sheboygan
Attn: City Clerk
828 Center Ave.
Sheboygan, WI 53081

AND

Grafton Fire Department
Attn: Chief WM Rice
1431 13th Ave.
Grafton, WI 53024

With a copy to:

Sheboygan Fire Department
Attn: Fire Chief
1326 North 25th Street
Sheboygan, Wisconsin 53081

IN WITNESS WHEREOF, the parties have executed this Agreement and agree to the terms set forth.

THE EFFECTIVE DATE OF THIS AGREEMENT SHALL BE THE DATE UPON WHICH THE PROPERLY AUTHORIZED REPRESENTATIVES OF BOTH PARTIES HAVE EXECUTED THIS AGREEMENT

City of Grafton
address
address

City of Sheboygan
828 Center Ave.
Sheboygan, WI 53081

By: _____
_____, Mayor

By: _____
Ryan Sorenson, Mayor

Date: _____

Date _____

Attest: _____

Attest: _____
Meredith DeBruin, City Clerk

Date: _____

Date: _____