

## CLINICAL EXPERIENCE AGREEMENT

This Clinical Experience Agreement ("Agreement") is entered into as of March 14, 2013 (the "Effective Date"), by and between Cuyahoga Community College District ("College") and City of Lakewood Fire – Division of Fire ("LFD"). The College conducts "Allied Health" and nursing educational programs and desires to obtain clinical experience for the students enrolled in one or more of the programs; LFD has a facility at 14601 Madison Avenue, Lakewood, Ohio 44107 (the "Facility") and desires to provide clinical experience at this and other LFD Facilities (collectively "Facilities") to students enrolled in the programs.

NOW THEREFORE, in consideration of the mutual promises and conditions set forth herein, LFD and the College (each, a "Party" and collectively, the "Parties") agree as follows:

### 1. OVERVIEW

- a. Clinicals. Each semester, one or more College students will be assigned to supervised clinical experiences ("Clinicals") at LFD's Facilities. As set forth on Exhibit A, the Clinicals covered under this Agreement are classified into "Clinical Disciplines," each corresponding to a College program. From time-to-time, Exhibit A may be modified.
- b. Schedule. The length of each Clinical will be no longer than one College semester, unless otherwise agreed upon in writing by LFD and the College. The students will not be scheduled to work on holidays observed by the College or LFD.
- c. Non-Employees. The students will not be employees of LFD or employees or agents of the College, by virtue of their participation in Clinicals. Students will not be eligible for any employment benefits of either Party. No money will be paid to the students by the College or by LFD for the Clinicals.
- d. Publicity. The College may refer to this Agreement with LFD (using the LFD name) in College catalogues and in other public information materials regarding College programs. LFD may refer to this Agreement with the College (using the College name) in LFD brochures and other public information materials having to do with clinical education programs.
- e. Non-Exclusive. This Agreement is non-exclusive and either Party may enter into similar agreements with other institutions.

### 2. DUTIES OF THE COLLEGE

- a. Student Evaluation. The College will monitor, evaluate, and grade each student's progress.
- b. Contact Person. The College will provide a primary contact person to coordinate with LFD's primary contact person, in a mutual effort to enhance student learning.
- c. Expectations. The College will provide LFD with a course syllabus and a list of the student performance expectations.

- d. Nursing: Faculty Member. For nursing Clinicals (if any) only, the College will assign a faculty member who will provide supervision of clinical activities of students. If required by LFD, the College will have these faculty members apply for clinical privileges and receive such privileges before engaging in patient care activities.
- e. Student Notice. The College will inform Clinical students that they are not employees of LFD.
- f. CGL Insurance. Throughout the term of this Agreement, the College will maintain such policies and plans (to include coverage by self-insurance) of commercial general liability (including contractual liability coverage) and other insurance (\$1,000,000 per occurrence, and \$2,000,000 aggregate) to insure the College and its faculty, employees and trustees against claims for damages brought against any or all of them by third parties and arising by reason of personal injury, death, or damage to persons or property in connection with the performance by the College, its faculty, employees, or trustees of their respective duties and responsibilities under this Agreement. The College will cause LFD to be named as an additional insured under this insurance.
- g. MPL Insurance. Upon request by LFD, the College will furnish to LFD proof of medical professional liability insurance coverage for the College, and for Clinical students. Such insurance will include such policy terms and conditions as the College deems appropriate.

### **3. DUTIES OF CITY OF LAKEWOOD – DIVISION OF FIRE**

- a. Clinical Experience. LFD shall provide clinical experience for the Clinical students, in accordance with educational objectives and guidelines mutually agreed to by LFD and the College, and shall provide adequate space, equipment, and supplies.
- b. Instructors. LFD shall provide licensed healthcare professionals as clinical instructors who will supervise all clinical activities and will facilitate student learning.
- c. Orientation. At the beginning of each student assignment, LFD shall provide orientation for College faculty and students. Without limiting the foregoing, LFD will inform College faculty and students of all safety standards, and all LFD policies and procedures.
- d. Patient Care Responsibility. Students will be trainees, and LFD will ensure that students will not be used to replace clinical staff at any time. All responsibility for care rendered to patients, and for all decisions relating to care rendered, lies with LFD. LFD staff will prohibit students from acting or failing to act in a patient care context, except when under sufficient supervision of properly licensed LFD staff.
- e. Contact Person. LFD will assign and designate a primary contact person to coordinate with the College's primary contact person, in a mutual effort to enhance student learning.
- f. Mutual Responsibilities. Each party agrees to be responsible for any personal injury or property damage caused solely by its negligent acts or omissions as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree.

- g. Informative Duties. LFD officers, agents, and employees will not become, by virtue of the relationship contemplated by this Agreement, employees or agents of the College, and LFD will inform them accordingly at or before the time they become involved with any Clinical.
- h. Student Evaluation. Within ten days after each student's Clinical, LFD will deliver to the College a written performance evaluation in a form reasonably specified by the College.
- i. FERPA; Privacy. LFD acknowledges that information (if any) received from the College regarding students may be protected by the Family Educational Rights and Privacy Act, and agrees to use such information only for the purpose for which it was disclosed and not to make it available to any third party without first obtaining the student's written consent, except as may be required by law.
- j. Emergency Student Care. If a student is injured or ill at the Facility, LFD shall offer the student access to emergency treatment at the student's expense.

#### **4. TERM AND TERMINATION**

- a. Term. This Agreement is for a term of five years, beginning on the Effective Date and automatically terminating on its fifth anniversary.
- b. Termination. Either Party may terminate this Agreement with or without cause, by providing the following number of days notice: the greater of (i) sixty days, or (ii) the number of days remaining in the then-current semester.

#### **5. SELECTION AND REMOVAL OF STUDENTS**

- a. Clinical Students. The College will notify LFD prior to the beginning of a Clinical of the number and names of Clinical students for the semester.
- b. Refusal-to-Accept. LFD may refuse to accept any student who has previously been discharged for cause as an employee of LFD, or who has been removed from or relieved of responsibilities for cause by LFD. No later than the day before the start date of a Clinical, LFD shall notify the College of any such refusal and the reasons therefore.
- c. Permanent Withdrawal. LFD may also impose permanent withdrawal of any student from a Clinical for a reasonable cause related to the need for maintaining a safe environment. This right shall be exercised by delivering notices separately to the College and the student, setting forth the reasons for the required withdrawal.

#### **6. MISCELLANEOUS TERMS**

- a. Waivers and Amendments. The waiver by either Party of any provision of this Agreement on any occasion and upon any particular circumstance shall not operate as a waiver of such provision of this Agreement on any other occasion or upon any other circumstance. This Agreement may be modified or amended only via a writing signed by both Parties.

- b. Survival. Sections 3(f), 3(h), 3(i), 6(b), 6(f), and 6(h) of this Agreement shall survive the expiration or termination of this Agreement for any reason.
- c. Assignment. Neither Party shall have the right to assign this Agreement to any third party, and any such attempted assignment will be null and void.
- d. Complete Agreement; Integration. This Agreement contains the complete understanding of the Parties with respect to the subject matter hereof and supersedes all other agreements, understandings, communications and promises of any kind, whether oral or written, between the Parties with respect to such subject matter.
- e. Compliance with Laws. The Parties will comply with all applicable laws and regulations in performing their obligations hereunder. When taking actions (or failing to act) in any way relating to this Agreement, neither Party shall unlawfully discriminate against or harass any person on the basis of age, ancestry, color, disability, military status, national origin, pregnancy, race, religion, sex or veteran status.
- f. No Third Party Beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any party other than College and LFD.
- g. Policies. While at a Facility, each College student will be subject to LFD's policies and procedures, but only insofar as they do not conflict with the policies or procedures of the College or applicable law. The Parties will inform students accordingly.
- h. Notices. All notices required or permitted under this Agreement shall be given in writing by courier or reputable overnight delivery services, or by certified mail, return receipt requested, at the Party's address first set forth above, with, in the case of the College, an additional copy addressed to "General Counsel." Such notices will be effective when received.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

By: **CUYAHOGA COMMUNITY  
COLLEGE DISTRICT**  
 Sign: Patricia L. Reid  
 Print: Patricia L. Reid  
 Vice President  
 Title: Healthcare Education Initiatives

By: **CITY OF LAKEWOOD -  
DIVISION OF FIRE**  
 Sign: Scott A. Gorman  
 Print: Scott A. Gorman  
 Title: Fire Chief

The legal form and correctness of  
 this document is approved.  
Kevin M. Butler  
 Director of Law

**EXHIBIT A**  
to the  
**CLINICAL EXPERIENCE AGREEMENT**  
by and between  
**CUYAHOGA COMMUNITY COLLEGE**  
and  
**CITY OF LAKEWOOD - DIVISION OF FIRE**  
Dated: March 14, 2013


**Clinical Disciplines**

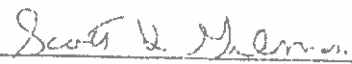
The Clinicals covered under this Agreement will address the following Clinical Disciplines, each corresponding to a College program:

1. Emergency Medical Technician
2. Paramedic

This list may be changed at any time, only by a written agreement signed by the Parties.

*Acknowledged and Agreed to this 14<sup>th</sup> day of March, 2013:*

By: **CUYAHOGA COMMUNITY  
COLLEGE DISTRICT**  
Sign:   
Print: Patricia L. Reid  
Vice President  
Title: Healthcare Education Initiatives

By: **CITY OF LAKEWOOD -  
DIVISION OF FIRE**  
Sign:   
Print: Scott K. Gilman  
Title: Fire Chief

**FIRST AMENDMENT**  
to the  
**CLINICAL EXPERIENCE AGREEMENT ("AGREEMENT")**  
**DATED: MARCH 14, 2018**  
by and between  
**CUYAHOGA COMMUNITY COLLEGE DISTRICT**  
And  
**CITY OF LAKEWOOD – DIVISION OF FIRE**

This amendment ("Amendment"), effective on March 14, 2018 ("Amendment Effective Date", hereby modifies the Clinical Experience Agreement ("Agreement") between **Cuyahoga Community College District** ("College") and **City of Lakewood – Division of Fire** as follows:

1. Term: The parties hereby agree to extend the Term of the Agreement for an additional term of five (5) years.
2. All capitalized terms in this Amendment shall have the same meaning as defined in the Agreement (except to the extent otherwise defined herein). Except to the extent modified by this Amendment, all other provisions of the Agreement shall remain in full force and effect. In the event of any conflict or inconsistency between the terms and conditions of this Amendment and the terms and conditions of the Agreement, the terms and conditions of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the respective dates below, to be effective as of its Effective Date.

By: **CUYAHOGA COMMUNITY COLLEGE DISTRICT**

Sign: Diana Del Rosario

Print: Diana Del Rosario, Ed.D.  
Associate Vice President of

Title: College-wide Accreditation and Healthcare Initiatives

Date: 3/14/2018

By: **CITY OF LAKEWOOD – DIVISION OF FIRE**

Sign: Michael P. Sumner

Print: MICHAEL P. SUMNER

Title: MAYOR

Date: 2-21-18