

AFFILIATION AGREEMENT

This AFFILIATION AGREEMENT ("Agreement") is entered into by and between GREENFIELD FIRE TERRITORY, an Indiana certified ambulance service, ("GFT") and RUSHVILLE COMMUNITY HIGH SCHOOL, an educational institution, ("RCHS"). Ambulance provider and RCHS each may be referred to herein individually as a "party" or collectively as the "parties."

WITNESSETH:

WHEREAS, GFT is owner and operator of an Indiana certified ambulance(s), with facilities located in Greenfield, Indiana; and

WHEREAS, RCHS desires to provide educational experiences to its students (hereinafter "Students") enrolled in its Emergency Medical Technician and Emergency Medical Responder courses (hereinafter referred to individually as "Program" or, collectively, as "Programs"); and

WHEREAS, GFT is willing to make available its facilities to said RCHS, its instructional members and Students for educational training and clinical experiences which will necessarily include some activities and tasks performed by Students.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

I. DEFINITIONS:

- 1.1 Course. "Course" shall mean the specific Course within which the Student is currently enrolled to complete Programs requirements.
- 1.2 Educational Experiences. "Educational Experiences" shall mean those clinical/educational activities taking place at GFT leading to satisfaction of Course requirements.
- 1.3 Instructional Members. "Instructional Members" shall mean the qualified RCHS personnel assigned as the responsible Instructional Members or the clinical instructors for Students participating in Educational Experiences.
- 1.4 Greenfield Fire Territory. "GFT" shall mean Greenfield Fire Territory, an Indiana certified ambulance provider, acting through its Fire Chief or the Fire Chief's designee.
- 1.5 Patients. "Patients" shall mean any persons provided care, facilities or services, directly or indirectly, by or through GFT or a related organization.
- 1.6 Policies of GFT. "Policies of GFT" shall mean and include the rules, general orders, standard operating guidelines of GFT, the policy and procedure as approved by the

City of Greenfield, Indiana, and the rules, regulations, and other established policies, practices and procedures of GFT.

- 1.7 Site Coordinator. "Site Coordinator" shall mean the qualified individual(s) assigned by GFT to act as liaison between Instructional Members and GFT and to facilitate Education Experiences.

II. GFT SHALL:

- 2.1 Accept RCHS Students for such Educational Experiences as have been mutually reviewed, planned and arranged between the parties. The number of Students eligible to participate in Educational Experiences will be mutually determined by agreement of both parties and may be altered by mutual agreement.
- 2.2 Make available those Educational Experiences and training agreed upon between the parties. GFT shall retain the responsibility for selection of Patients to be involved in any Educational Experiences, it being agreed that GFT reserves the right to except any Patient from initial or continued involvement in Educational Experiences.
- 2.3 GFT shall retain ultimate responsibility for all care provided to ambulance patients involved in Educational Experiences.
- 2.4 Designate and submit in writing to RCHS the name of the person(s) who will act as Site Coordinator(s) for GFT. GFT shall notify RCHS in writing of any changes in Site Coordinator(s).
- 2.5 Provide necessary emergency care to Students in the event of sudden illness or injury occurring during clinical at GFT; the costs of such care to be the responsibility of Student.

III. THE RCHS SHALL:

- 3.1 Have the authority and responsibility for the Course and Programs, including curriculum development, appointment of qualified Instructional Members to supervise Students, evaluation of Educational Experiences, assignment of Students, and maintenance of educational standards as outlined by appropriate state agencies.
- 3.2 Perform its responsibilities and obligations under this Agreement consistent with Policies of GFT.
- 3.3 Provide, at least one (1) month prior to the start of any Educational Experiences for which Students are to be placed under this Agreement, the anticipated number of Students, the proposed schedule planned, the Educational Experiences desired, the academic status of each Student participating in Educational Experiences, and the names, rank and teaching area of Instructional Members responsible for each Student.

- 3.4 Review with Site Coordinator any proposed changes in the Educational Experiences and activities to which Students are assigned.
- 3.5 Ensure that all Students and Instructional Members meet GFT health and safety screening requirements as set forth in Exhibit A. RCHS shall attest, in the form of a letter upon placement for Educational Experiences, that a Student or Instructional Member meets such requirements. GFT shall be permitted, upon reasonable request, to audit RCHS's records to ensure compliance with this provision.
- 3.6 Students and Instructional Members must advise GFT of any medical condition (e.g., allergies, immunosuppression, pregnancy) which could potentially affect Student's or Instructional Member's ability to participate in Educational Experiences. RCHS shall also notify GFT of any Student or Instructional Member acquiring any relevant medical conditions during the course of an Educational Experience. RCHS shall immediately withdraw any Student or Instructional Member from Educational Experiences if such Student's or Instructional Member's medical condition would make participation in Educational Experiences dangerous to Student, Instructional Member, or Patients.
- 3.7 Instruct Students on their responsibility for respecting the confidential and privileged nature of information regarding Patient medical records and other GFT information.
- 3.8 Publish in RCHS communications, including letters to prospective students, RCHS handbooks and other advertising, RCHS's affiliation with GFT.

IV. THE PARTIES AGREE:

- 4.1 To maintain good communication between institutions and to confer on plans, problems and changes related to Educational Experiences.
- 4.2 That GFT shall notify RCHS when any Student is determined by GFT to be unacceptable for reasons of health, performance, or other causes which could interfere with GFT operation or quality of patient care, and that upon receiving such notification, RCHS shall withdraw any Student from Educational Experiences.
- 4.3 That RCHS shall notify GFT when any Student is determined by RCHS to be unacceptable for reasons of health, performance, or other causes which could interfere with GFT operation or quality of patient care, and that upon receiving such notification, GFT shall allow RCHS to withdraw any Student from Educational Experiences.
- 4.4 That neither party, in performing its responsibilities and obligations under this Agreement will discriminate against any person because of said person's race, color,

creed, religion, disability, ethnic or national origin, gender, sexual orientation, veteran status, or age.

- 4.5 That each party may enter into agreements for educational experiences with other institutions at any time.

V. INDEMNIFICATION:

- 5.1 RCHS shall indemnify and hold harmless GFT from any liability or damages GFT may suffer as a result of claims, demands, damages, losses, costs, or judgments arising out of the acts, or omissions, of RCHS, its Instructional Members, its clinical instructors, its Students, or agents, in the performance of obligations under this Agreement. GFT shall use its best efforts to give to RCHS notice in writing within thirty (30) days after receiving any such claims made against GFT, or after it has knowledge of any other damage, loss, or expense threatened or incurred in regard to Hospital resulting from the above acts or omissions.

VI. COMPENSATION:

- 6.1 This Agreement does not contemplate the payment of any fee or remuneration by either party to the other but is intended to jointly benefit both parties by improving the education and professional preparation of Students.

VII. TERM AND TERMINATION:

- 7.1 The term of this Agreement shall be for one (1) year commencing on December 11, 2024 and terminating on December 11, 2025. The Agreement shall automatically renew for successive one (1) year terms unless either party gives notice of termination at least thirty (30) days prior to the end of the then current term.
- 7.2 This Agreement may be terminated as follows:
- 7.2-1 In the event GFT and RCHS shall mutually agree in writing, this Agreement may be terminated on terms and date stipulated therein.
- 7.2-2 This Agreement may be terminated by either party with or without cause by delivering a written notice of termination to the other party at least thirty (30) days prior to such early termination.
- 7.3 All Students enrolled in a Program at the time notice of termination is given shall be permitted to complete the Program until all required Courses have been offered to Students then enrolled. However, no other Students shall be placed at GFT for Educational Experiences after the termination date or notice of termination date, whichever is earlier.

VIII. INSURANCE:

- 8.1 RCHS shall be responsible for the provision of any worker's compensation insurance necessary for its Instructional Members and employees performing under this Agreement. RCHS shall provide Hospital with appropriate certificates evidencing such insurance coverage.
- 8.2 RCHS shall maintain professional and general liability coverage for each Student and Instructional Member participating in Educational Experiences pursuant to this agreement with minimum limits of \$1,000,000 each occurrence and \$3,000,000 general aggregate, combined single limit on \$1,000,000 bodily injury and \$1,000,000 property damage and \$3,000,000 general aggregate. Such policy shall also include contractual liability protection insurance to satisfy RCHS's indemnification obligations set forth in Section 5.1. Upon request, RCHS shall provide GFT with evidence of such insurance coverage.

IX. STATUS OF THE PARTIES:

- 9.1 In performing the services as contemplated hereunder, GFT and RCHS agree that RCHS, Instructional Members and Students are acting as independent contractors and not as the agents or employees of GFT. As appropriate, RCHS and Instructional Members agree to pay, as they become due, all federal and state income taxes, as well as other taxes, including self-employment taxes due and payable on the compensation paid to the Instructional Members by RCHS, and to indemnify and hold GFT harmless from any and all taxes, penalties or interest which might arise by RCHS's or Instructional Member's failure to do so. This provision shall survive the termination of this Agreement.

No Student participating in Educational Experiences hereunder shall be deemed to be an employee of GFT, nor will GFT be liable for the payment of any wage, salary, or compensation of any kind for service provided by Students. Further, no Student shall be covered under GFT's Worker's Compensation, Social Security, or Unemployment Compensation or other benefit programs.

X. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT COMPLIANCE:

- 10.1 GFT and RCHS agree that each party shall comply with all federal and state regulations, rules and orders, including, but not limited to, regulations promulgated under Title II Subtitle F of the Health Insurance Portability and Accountability Act (Public Law 104-191—"HIPAA") and as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH"). GFT and RCHS agree that for purposes of HIPAA only, Students shall be considered members of the GFT's Workforce, as that term is defined by HIPAA, and RCHS agrees to require Students to participate in any training required by GFT for Workforce members so that GFT may comply with HIPAA. For all other purposes, the parties agree that each is acting as an independent

contractor and not an agent or employee of the other. Furthermore, the parties shall promptly amend the Agreement to conform with any new or revised legislation, rules and regulations to which GFT is subject now or in the future including, without limitation, the Standards for Privacy and Security of Individually Identifiable Health Information or similar legislation (collectively, "Privacy Laws") in order to ensure that GFT is at all times in conformance with all Privacy Laws. If, within thirty (30) days of either party first providing notice to the other of the need to amend the Agreement to comply with Privacy Laws, the parties, acting in good faith, are (i) unable to mutually agree upon and make amendments or alterations to this Agreement to meet the requirements in question, or (ii) alternatively, the parties determine in good faith that amendments or alterations to meet the requirements are not feasible, then either party may terminate this Agreement upon thirty (30) days prior written notice.

XI. REGULATORY COMPLIANCE:

The parties agree that this Agreement is intended to comply with all applicable state and federal laws, rules, regulations and accreditation standards including, but not limited to, the Medicare and Medicaid Fraud and Abuse Statute and Regulations, HIPAA, OSHA and standards of accrediting bodies, including TJC standards, and all regulations governing use of facilities financed with tax-exempt bonds ("Laws"). If, at any time, this Agreement is found to violate any applicable provision of these Laws, or if either party has a reasonable belief that this Agreement creates a material risk of violating the Laws, and after consultation with the other party, and thirty (30) days after written notice to the other party, the parties shall renegotiate the portion of this Agreement that creates the violation of the Laws. If the parties fail to reach agreement within one hundred twenty (120) days following said written notice, this Agreement shall terminate.

XII. GENERAL PROVISIONS:

- 12.1 Affirmative Action. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), as well as the posting requirements of 29 C.F.R. part 471, appendix A to subpart A, if applicable.
- 12.2 Amendment. This Agreement may be amended only by an instrument in writing signed by the parties hereto.
- 12.3 Confidentiality. As a Civil City, any and all agreements approved by Board of Works and Public Safety must be public record.
- 12.4 Entire Agreement. This Agreement supersedes all previous contracts or agreements between the parties with respect to the same subject matter and does constitute the entire Agreement between the parties hereto and the GFT and RCHS shall neither be entitled to other benefits than those herein specifically enumerated.

- 12.5 Execution. This Agreement and any amendments thereto shall be executed in duplicate copies on behalf of GFT and RCHS by an official of each, specifically authorized by its respective Board to perform such executions. Each duplicate copy shall be deemed an original, but both duplicate originals together constitute one and the same instrument.
- 12.6 Governing Law and Venue. This Agreement shall be construed and governed by the laws of the State of Indiana and in any action to enforce its terms venue shall be in Hancock County, Indiana.
- 12.7 Interpretation. The parties hereto acknowledge and agree that (i) each party has reviewed the terms and provisions of this Agreement; (ii) the rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement; and (iii) the terms and provisions of this Agreement shall be construed fairly as to all parties hereto and not in favor or against any party, regardless of which party was generally responsible for the preparation of this Agreement.
- 12.8 Judicial Interpretation. Should any provision of this Agreement require judicial interpretation, the court interpreting or construing the Agreement shall not apply a presumption that the terms hereof shall be more strictly construed against the party who itself or through its agent prepared the same, it being agreed that the agents of both parties have participated in the preparation of this Agreement.
- 12.9 Notice. Notices or communications herein required or permitted shall be given to the respective parties by registered or certified mail (said notice being deemed given as of the date of mailing) or by hand delivery at the following addresses unless either party shall otherwise designate its new address by written notice:

RCHS

Bill J. Hufford, NRP, PI, CTM
EMS Program Manager
RCHS Emergency Training Academy
306 N. Main St.
Rushville, IN 46173

GFT

Jason Horning
Fire Chief of the GFT
17 W. South St.
Greenfield, IN 46140

- 12.10 Rights of Third Parties. Nothing in this Agreement whether express or implied, is intended to confer any rights or remedies on any persons other than the parties to this Agreement and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provisions give third persons any right of subrogation or action against any party to this Agreement.
- 12.11 Severability. In the event that any provision hereof is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable according to its terms.

12.12 Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, nor be construed to be, a waiver of any subsequent breach hereof

XIII. EXECUTION:

IN WITNESS WHEREOF, the duly authorized representatives of GFT and RCHS have executed this Agreement on the dates written below.

RUSHVILLE COMMUNITY HIGH SCHOOL

By: Bill J. Hufford
Bill J. Hufford, NRP, PI, EMT,
EMS Program Director
RCHS Emergency Training Academy

Date: 12/3/2024

GREENFIELD FIRE TERRITORY

By: _____
Jason Horning, Fire Chief

Date: _____

EXHIBIT "A"

HEALTH AND SAFETY EXHIBIT - EDUCATIONAL AFFILIATES

RCCHS shall provide documentation to GFT attesting to the assigned Student's, and/or Instructional Member's medical clearance. This documentation shall reflect RCCHS's process for providing ongoing evaluation that:

1. The Student/Instructional Member is free of communicable disease;
2. RCCHS has documented evidence of Student's/Instructional Member's immunity to communicable disease;
3. Student/Instructional Member is physically capable of performing job tasks (with or without reasonable accommodation);
4. Student/Instructional Member has awareness of actual and potential medical issues impacting safety in job role as defined by GFT; and
5. Student/Instructional Member is compliant with RCCHS's routine surveillance and incident reporting system.

The documentation shall reflect the RCCHS's program of providing basic employee health and safety information including:

1. Education consistent with Occupational Safety and Health Administration ("OSHA") and Centers for Disease Control ("CDC") Directives (i.e. Blood Borne Pathogens, Respiratory Protection, Tuberculosis Control, Infectious Disease, Safety Device Use);
2. Medical evaluation and screening in preplacement process.
3. Access to medical services for injury and illness assessment and care; and
4. An injury and illness reporting system that meets state, federal, and accreditation standards (OSHA log, First Report of Injury, OSHA Sharps Injury Log, Medical Records Custodianship for thirty (30) years).

Pre-Placement Medical Classification. RCCHS shall provide to GFT immunity screenings for (i) rubeola, (ii) rubella, (iii) varicella, and (iv) hepatitis B antibody (if previously completed full series of Hepatitis B vaccination), as well as infectious disease screening for (i) tuberculosis, (ii) Hepatitis B (for work assignments with Bloodborne Pathogen Exposure risk), and (iii) Hepatitis C (for work assignments with Bloodborne Pathogen Exposure risk). All such screenings shall be performed in a manner consistent with OSHA, CDC, and any other regulatory requirements. In the event RCCHS provides the screenings, RCCHS hereby warrants and represents to GFT that the screenings are performed in a manner compliant with such regulatory requirements.

Physical and Mental Capability. RCCHS shall provide documentation of or work with GFT to arrange for the following:

1. Evidence that a qualified medical professional has reviewed a thorough history, performed a physical exam, and determined that the Student/Instructional Member is able to perform the required work associated with the Educational Experience;
2. If required for the Educational Experience, evaluation of visual acuity and color perception has determined the Student/Instructional Member is capable of performing job tasks with or without reasonable accommodation;
3. Cognitive processing, communication abilities, and basic reasoning are appropriate for Educational Experience requirements; and
4. Evidence of compliance with GFT's Drug-Free Workplace Policies.

Upon reasonable request of GFT, RCHS shall provide documentation related to the following:

1. Medical Respiratory Health Screen;
2. Classification for use of type-specific respirator required to meet TB regulations and standards established by OSHA and CDC.(i.e. N-95,)

OSHA Compliance. RCHS shall work with GFT to assure Student/ Instructional Member:

1. Has or obtains training on GFT Bloodborne Pathogens control plan, safety devices and use of appropriate Personnel Protective Equipment;
2. Has or obtains certification of training for all pertinent and applicable OSHA required competencies.

Injury and Illness Management. RCHS and GFT shall work together to have in place a procedure to be followed by Student/Instructional Member in the event Student/Instructional Member suffers an injury while providing services pursuant to this Agreement. Such a procedure shall address the following:

1. Access to Medical Services including options surrounding urgent care, emergency care and occupational health services.
2. Injury and Illness Assessment and Care.
3. Infectious Disease Screening, Evaluation and Annual Testing.
4. Work Restriction.
5. Exposure Management addressing:
 - a. BBP (i.e. splash, stick, sharp cut, mucous membrane);
 - b. Respiratory Disease (i.e. pertussis, TB);
 - c. Chemical (i.e. Latex, solvents, inhalation, MSDS);

- d. Physical (i.e. ergonomics, repetitive strain); and
 - e. Radiation (i.e. x-ray, laser).
6. Food Borne Illness addressing:
- a. Compliance with Indiana State Department of Health policies on Food Borne Illness;
 - b. Identification of Educational Experience assignments with food borne illness transmission risk;
 - c. Education of Student/Instructional Member regarding food borne illness symptoms, reporting, and work restriction for related illness; and
 - d. Surveillance tracking for food borne illness among assigned Student/Instructional Member in order to identify outbreaks, clusters of Student/Instructional Member absence and illness, and a trigger for reporting Student/Instructional Member with food borne illness to GFT.
7. Return-to-Work Clearance addressing:
- a. Return-to-work following extended absence and suitability to continue assigned work with or without restrictions;
 - b. Infectious Disease and potential for transmission - including food borne illness;
 - c. Impaired Immunity;
 - d. Temporary Physical Limitations; and
 - e. Permanent Disability Accommodation.
8. Incident Reporting addressing:
- a. OSHA log;
 - b. First Report of Injury;
 - c. Sharps Log; and
 - d. Incident Tracking and Post Incident Intervention.

Additional Requirements. RCHS shall work with GFT to ensure compliance with additional health and safety requirements that are enacted after the commencement of this Agreement or that are mutually agreed to by the parties.