

CITY OF KIRTLAND

RESOLUTION NUMBER 20-R-79

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN THE AFFILIATION AGREEMENT BETWEEN THE KIRTLAND FIRE DEPARTMENT AND THE LAKE COUNTY COMMUNITY COLLEGE DISTRICT, AND DECLARING AN EMERGENCY.

WHEREAS, Lakeland Community College is currently conducting educational programs in EMS and desires to obtain clinical education for the students enrolled in its educational programs; and

WHEREAS, the Kirtland Fire Department has the facilities and is willing, at no cost, to provide clinical experience at its facilities to students enrolled in the said educational programs of Lakeland Community College; and

WHEREAS, the parties have drafted an Affiliation Agreement between the two entities, attached hereto and incorporated herein, that sets forth various rights and expectations; and

WHEREAS, Kirtland Codified Ordinance 220.25 requires the posting of copies of enacted legislation for fifteen consecutive days in three places within the City, those being City Hall, the Kirtland Public Library, and the Kirtland Community Center; and

WHEREAS, due to the current state of emergency in Ohio stemming from the COVID-19 pandemic, at some point City Hall, the Kirtland Public Library, and the Kirtland Community Center have been closed in order to protect both the community and the staff from potential infection; and

WHEREAS, Kirtland Codified Ordinance 220.25 grants City Council the authority to modify the posting requirement.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Kirtland, County of Lake, State of Ohio, that:

SECTION I: The Mayor is hereby authorized to sign the Affiliation Agreement Between Kirtland Fire Department And Lake County Community College District, attached hereto and incorporated herein as Exhibit A.

SECTION II: The City Council, pursuant to its authority in Kirtland Codified Ordinance, Section 220.25 and due to the COVID-19 pandemic, hereby modifies the requirement to post this enacted legislation in three places and instead requires the following:

1. If City Hall, the Kirtland Public Library, and/or the Kirtland Community Center are open on the effective date of this enacted legislation, then the Clerk of Council is hereby directed to post the enacted legislation for fifteen (15) consecutive days after its effective date in each facility; and

2. Should any of the facilities listed above be closed on the effective date of the enacted legislation, then the Clerk of Council is not required to post the enacted legislation in that facility; and
3. The Clerk of Council is hereby directed to post the enacted legislation on the City of Kirtland's website for fifteen (15) consecutive days after the effective date of this legislation.

SECTION III:

(a) It is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

(b) This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the City, and for the further reason that this authorization will allow for the scheduling of new EMS students with the Kirtland Fire Department during the winter semester; wherefore, this Resolution shall be in full force upon its passage by the affirmative vote of five members of Council and approval by the Mayor; otherwise, this Resolution shall be in effect from and after its adoption at the earliest period allowed by law.

First Reading: _____
Second Reading: _____
Third Reading: _____

DATE PASSED: _____

President of Council

Submitted to the Mayor for his
Approval on this _____ day of
_____, 2020.

ATTEST:

Approved by the Mayor this _____ day
of _____, 2020.

Clerk of Council
Ride Site Authorization with LCC

Mayor Kevin F. Potter

Affiliation Agreement
Between
Kirtland Fire Department
And
Lake County Community College District

This Agreement is entered into on this _____ day of _____, by and between Kirtland Fire Department (hereinafter referred to as Fire Department) and Lake County Community College District (hereinafter referred to as Lakeland Community College).

WHEREAS, Lakeland Community College is currently conducting educational programs in EMS and desires to obtain clinical education for the students enrolled in its educational programs, and;

WHEREAS, Kirtland Fire Department has the facilities and is willing, at no cost, to provide clinical experience at its facilities to students enrolled in the said educational programs of Lakeland Community College;

NOW THEREFORE, in consideration of the mutual agreement set forth herein, Kirtland Fire Department and Lakeland Community College agree as follows:

GENERAL INFORMATION

- a. The length of the student assignment for clinical experience will be by mutual decision.
- b. Students shall be entitled to holidays observed by Lakeland Community College and Kirtland Fire Department.
- c. If a student is unable to meet the requirements of clinical experience, a conference between the program director of the respective program at Lakeland Community College and the department director at Kirtland Fire Department or designee shall be held to determine the appropriate course of action.
- d. Lakeland Community College shall have final responsibility for determining the academic status of students. Kirtland Fire Department may refuse to permit a student to return if the student's actions pose a risk to patients and/or patient care.
- e. Students shall be responsible for their own transportation costs and transportation while enrolled in the program.
- f. The students, while in Kirtland Fire Department facilities, are to wear attire mutually agreed upon between Kirtland Fire Department and Lakeland Community College. Students and clinical instructors will be provided identifying badges which must be worn at all times.
- g. It is agreed by both parties that there shall be no discrimination on the basis of race, religion, creed, sex or national origin.
- h. The students will conform to the policies and procedures of the Kirtland Fire Department and follow all directives of staff in regard to patient care. Students will be informed by Lakeland

Community College of general regulations and minimum safety standards including fire safety procedures, hazardous material management, universal precautions, airborne and protective isolation and HIPPA policies.

- i. No stipend or any other compensation will be paid by Kirtland Fire Department to the students for their clinical education. The students are not employees of Kirtland Fire Department, therefore the students will not be covered by social security, unemployment compensation, worker's compensation or any other employment related benefit.
- j. Students will be required to furnish proof of medical professional liability insurance coverage in the amount of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the annual aggregate.
- k. Lakeland Community College may refer to the affiliation with Kirtland Fire Department in its catalog and in other public information materials regarding its programs. Kirtland Fire Department may refer to the affiliation with Lakeland Community College in its brochures and other public information materials having to do with clinical education programs.
- l. Confidentiality will be observed by students and clinical instructors.
- m. Kirtland Fire Department will administer emergency medical treatment to the student if necessary for injury or illness suffered during the clinical experience. The cost of such treatment will be the responsibility of the student treated.

RESPONSIBILITIES OF LAKELAND COMMUNITY COLLEGE

- a. Lakeland Community College will notify Kirtland Fire Department at least two weeks prior to beginning of a clinical rotation of the following:
 - 1) The name and number of students which it expects to assign for clinical instruction during the ensuing semester and summer semester, if applicable.
 - 2) The holidays observed by Lakeland Community College during the defined semester.
- b. Lakeland Community College will provide a program clinical coordinator or clinical instructor to coordinate with Fire Department staff.
- c. Lakeland Community College shall require all students participating in the clinical training to have on record with Lakeland Community College a current health record which shows evidence of either a negative TB skin test (or a current chest x-ray report or a QuantiFERON gold blood test, in the event of a positive TB test) within six (6) months of the beginning of the clinical training program, proof of immunity to rubella, rubeola and satisfactory evidence that all required immunizations have been completed.
- d. Lakeland Community College, at either Lakeland's Community College's expense or the student's expense, conduct (or have conducted) a background check on each and every student involved with the program and every member of the staff/faculty responsible for supervision and/or instruction. If Lakeland Community College has students or staff/faculty on-site at _prior

to the execution of this Agreement, then Lakeland Community College shall immediately conduct a retrospective background check on such persons. The background check for students shall include, at a minimum, the following:

- i. Social security number verification;
 - ii. Criminal search (7 years or up to 5 criminal searches);
 - iii. Employment verification to include reason for separation and eligibility for re-employment for each employer for any student who is a license or certified caregiver;
 - iv. Violent sexual offender and predator registry search;
 - v. HHS/OIG list of excluded individuals/entities;
 - vi. GSA list of parties excluded from federal programs;
 - vii. U.S. Treasury, Office of Foreign Assets Control (OFAC), list of specially designated national (SDN); and
 - viii. Applicable State exclusion list.
- e. Lakeland Community College may withdraw any student from Kirtland Fire Department clinical site if proper supervision or education is not provided.

RESPONSIBILITIES OF KIRTLAND FIRE DEPARTMENT

- a. Kirtland Fire Department shall provide clinical experience in the EMS program listed, within the limits and abilities of Kirtland Fire Department.
- b. Kirtland Fire Department shall provide physical facilities and environment needed for the clinical experience of the students assigned to its facility, within the limits and abilities of Kirtland Fire Department.
- c. Kirtland Fire Department shall provide an orientation for the student at the beginning of the student assignments.
- d. Kirtland Fire Department may refuse to permit a student to participate in the clinical experience whose performance or behavior, in its sole opinion, is unsatisfactory or disruptive.
- e. The final responsibility for care rendered to patients lies with Kirtland Fire Department personnel.

TERMS OF AGREEMENT

- a. This Agreement is not assignable.
- b. This Agreement is not a third-party beneficiary affiliation agreement and confers no rights upon any students or employees of the parties.
- c. This Agreement may be terminated by either party on written notice of said intent, delivered by certified mail upon the other party at least ninety (90) days prior to said cancellation date.
- d. It is understood and agreed that the parties to this Agreement may revise or modify this Agreement by written amendment when both parties agree to such amendments.

- e. This Agreement is for a term of three (3) years, from the Effective Date, and shall renew automatically for successive three (3) year terms, unless otherwise terminated by either party.
- f. This Agreement shall be binding when executed by both parties.
- g. This Agreement supersedes all prior written and oral agreements between the parties.
- h. This Agreement will be governed by the laws of the State of Ohio.
- i. The delay or failure of performance by either party shall not give rise to any claims against either party for damages. The sole remedy for breach of this Agreement shall be immediate termination.

IN WITNESS WHEREOF, the parties execute this Agreement by persons who warrant that they have the authority to execute this Agreement:

Kirtland Fire Department

Lakeland Community College

By: _____

By: _____

Name: Kevin F. Potter

Name: Laura C. Barnard, J.D.

Title: Mayor, City of Kirtland

Title: Executive Vice President & Provost

Date: _____

Date: _____