

**AGENCY AGREEMENT FOR PARAMEDIC TRAINING
PROVIDED BY
PIMA MEDICAL INSTITUTE**

This AGENCY AGREEMENT FOR PARAMEDIC TRAINING (this "Agreement") is made by and between PIMA MEDICAL INSTITUTE ("PMI"), and the CITY OF LAS VEGAS acting by and through its Fire and Rescue Department (the "City"). PMI and the City are sometimes collectively referred to herein as the "Parties."

This Agreement is effective on the date signed by PMI and the City and Licensee, whichever date is later, as long as the date signed by the second party is within thirty (30) calendar days of signature by the first party (the "Effective Date").

RECITALS:

WHEREAS, the City operates its Las Vegas Fire & Rescue Department which provides fire and emergency services to the residents and visitors of the city of Las Vegas and employs Emergency Medical Technician ("EMT") personnel who desire to obtain training for paramedic certification; and

WHEREAS, PMI operates a paramedic Associate of Occupational Science degree program and is willing to provide such training to the City's employees; and

WHEREAS, the City desires to contract with PMI for such training on behalf of its employees (the "Trainees").

NOW THEREFORE, the Parties agree as follows:

AGREEMENT

1. SCOPE OF SERVICES.

1.1. PMI will provide the faculty, training materials, facilities and clinical immersion to train Trainees as paramedics. The training program will meet applicable federal, state, and local requirements for certification as a paramedic. Each class will be taught by instructors qualified to provide such training. PMI agrees to provide the City, upon request, with progress reports and final performance reports of the Trainees as outlined in the student handbook.

1.2. Dates of program participation for each Trainee shall be agreed upon by the parties hereto. The City agrees to give PMI a minimum of thirty (30) days written notice of the number of employees requesting to attend the program. PMI may waive this requirement in its sole discretion.

1.3. The City will select Trainees to participate in the PMI program. Trainees must meet all entrance requirements as outlined in the course handbook. The City shall ensure that each Trainee has passed a background check and drug screen prior to starting clinical, as set forth in more detail in Sections 2.7 and 2.8 below. PMI will release to the City all Trainee progress reports and final performance reports. While this agreement is in effect, the Trainee shall remain the employee of the City at all time and for all purposes.

1.4. The number of Trainees accepted to the program from the City will be determined by an Advisory Committee established for PMI, subject to a cap on total number of trainees able to participate in a given cohort. This determination will be based on the current need and available resources. The number of Trainees will be divided as equally as possible between participating agencies for each cohort.

2. RESPONSIBILITIES OF THE CITY.

2.1. Take proper action to support the removal of the Trainee from the program if, in the judgment of PMI, the action of the Trainee is detrimental to the cohort or a patient.

2.2. Provide proof of current licensure and or certification for all Trainees scheduled to attend the cohort and ensure that Trainee meets all entrance requirements as noted in the student handbook during the duration of the cohort.

2.3. As between PMI and the City, accept responsibility for any costs incurred by Trainees to meet PMI's entrance requirements for the program. (i.e. physicals or immunizations.)

2.4. Prior to a Trainee beginning clinical rotations in the PMI program, the City shall provide PMI with a complete copy of the following health records consistent with the current enrollment agreement as required by PMI's clinical sites.

2.5. The City will ensure that each Trainee obtains, prior to the cohort, a drug test acceptable to PMI, including, at a minimum, the following:

2.5.1. Substances tested prior to the cohort at PMI must at a minimum include amphetamines, barbiturates, benzodiazepines, opiates, fentanyl analogues, methadone, marijuana, meperidine, and cocaine.

2.5.2. A Trainee may be required to undergo additional drug and alcohol testing upon reasonable suspicion that the Trainee has violated PMI's policies, and after any incident that involves injury or property damage.

PMI shall not bear the cost of any such tests. Should the testing disclose adverse information as to any Trainee, PMI shall have no obligation to accept that Trainee at PMI. To the extent that any Trainee violates the policy for drug or alcohol abuse after placement at PMI, or refuses to cooperate with the requirement for a search or reasonable suspicion and reportable accident testing, then PMI may immediately remove the Trainee from participation in the program at PMI.

2.6. Require each Trainee to be responsible for the following items:

2.6.1. Follow all policies and procedures for the PMI program as noted in the student handbook.

2.6.2. Maintain a high level of professionalism at all times during the didactic and clinical training.

2.7. The City will and will advise Trainees to keep strictly confidential and hold in trust all non-public information of PMI or any of the facilities at which Trainees are placed for a cohort (each, a "Training Site"), including all patient information, and refrain from disclosing such confidential information to any third party without the express prior written consent of PMI and the Training Site, provided that the minimum necessary confidential information may be disclosed pursuant to valid legal process after PMI and the Training Site are permitted an opportunity to minimize the potential harmful effects of such disclosure. The City shall not disclose the terms of this Agreement to any person who is not a party to this Agreement, except as required by federal or Nevada law or as authorized by PMI. These confidentiality requirements survive the termination or expiration of the Agreement.

2.8. Submit fees as requested by the National Registry of Emergency Medical Technicians ("NREMT") for the Trainee's cost to sit for the written exam. Submit fees to the Southern Nevada Health District ("SNHD") for certification and licensure as a paramedic in Clark County Nevada.

3. RESPONSIBILITIES OF PMI.

3.1. Assume final responsibility for all didactic and clinical education. Ensure the proper staff is available to maintain educational standards that meet both state and national standards.

3.2. Prepare all didactic and clinical schedules to meet state and national standards with approval of PMI Medical Director.

3.3. Furnish all necessary clinical facilities required to ensure each Trainee has the opportunity to become proficient in the mandated skill sets required of a paramedic. Mandatory skills are noted in **Exhibit A** of this agreement and mirror the requirements of the SNHD Protocols. **Exhibit A** will be kept in alignment with the SNHD Protocols.

3.4. PMI will advise the City of any changes in policies or procedures within a reasonable time prior to the changes taking effect.

3.5. Terminate any action provided by the Trainee to a patient, or other persons, when in the judgment of PMI staff that action is detrimental to those involved. If immediate removal of the Trainee is deemed necessary, PMI staff will remove the Trainee and immediately notify the City.

4. COMPENSATION FOR SERVICES.

4.1. The City shall pay to PMI the sum of Sixteen Thousand Nine Hundred Ninety-Seven Dollars (\$16,997.00) for each Trainee that enters the program. This fee covers the didactic and clinical experience. Fees for the NREMT written exam and SNHD Protocol exam and licensure are the responsibility of the City.

4.2. If a Trainee is removed from the program early, a pro-rated amount of the fee will be refunded to the City as outlined in the student handbook and NRS Statute.

4.3. Invoices for each Trainee will be sent to the City one month prior to the start of the cohort.

4.4. Payment shall be made to PMI within thirty (30) days of invoice receipt.

5. TERM OF AGREEMENT.

5.1. This Agreement shall commence on the Effective Date and continue in force for a period of three years, unless terminated earlier by either party as set forth in section 5.2. Either party hereto may terminate this Agreement, without cause, upon giving the other party sixty (60) days prior written notice of intent to terminate. However, any Trainee who is actively participating in a cohort at the time of termination shall be allowed to complete the PMI program, and the terms of the Agreement shall continue to be applicable with respect to that Trainee until his or her program completion.

6. MISCELLANEOUS.

6.1. Independent Contractor. In the performance of its obligations under this Agreement, PMI and any other person employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. PMI shall be liable for the actions of any person, organization or corporation with which it subcontracts to fulfill this Agreement. Accordingly, PMI shall be responsible for payment of all taxes including federal, state and local taxes arising out of PMI's activities in accordance with this Agreement, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required under existing or subsequently enacted laws, rules or regulations. PMI shall not be entitled to any benefits afforded to City's employees, including without limitation worker's compensation, disability insurance, health insurance, vacation or sick pay. PMI shall be responsible for providing, at PMI's expense, and in PMI's name, unemployment, disability, worker's compensation and other insurance, as well as licenses and permits usual or necessary for performance of its obligations pursuant to this Agreement. PMI shall hereby defend, indemnify and hold the City harmless from any claims, losses, costs, fees, attorney's fees, liabilities, damages or injuries suffered by the City arising out of PMI's failure with respect to its obligations in this Section. PMI, upon request, shall furnish evidence satisfactory to the City that any or all of the foregoing obligations have been fulfilled. During PMI's contacts with third parties they shall identify themselves as an independent party and not as an employee for the City. Company understands

and agrees that they do not have the power or authority to bind City in any capacity. The City shall hold the PMI as the sole responsible party for the performance of this Agreement. PMI shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this Agreement or any subcontract awarded by the PMI shall create a partnership, joint venture or agency with the City. Neither party hereto shall have the right to obligate or bind the other party in any manner to any third party.

6.2. Entire Agreement; Section and Paragraph Headings.

6.2.1. This Agreement represents the entire and integrated agreement between the Parties. It supersedes all prior and contemporaneous understandings, negotiations, communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

6.2.2. The section and paragraph headings appearing in this Agreement are inserted for the purpose of convenience and ready reference. They do not purport to define, limit or extend the scope or intent of the language of the sections and paragraphs to which they pertain.

6.3. Disputes.

6.3.1 For each claim or dispute arising between the parties under this Agreement, the parties shall attempt to resolve the matter through escalating levels of management. In the event the matter cannot be successfully resolved in this manner, the City is granted the sole right, regardless of which party is asserting the claim or dispute, to determine between arbitration and litigation as the forum in which the party desiring to proceed further shall file to resolve the claim or dispute. For any and all claims or disputes asserted by PMI, PMI shall notify the City of its intent to proceed further with the claim or dispute and in response thereto, the City shall notify PMI as to its selected forum for resolution. For any and all claims or disputes asserted by the City, the City shall notify PMI in the notice of its intent to proceed with further resolution whether it has selected arbitration or litigation as the forum to resolve the claim or dispute. In the event arbitration is the designated forum, such arbitration shall be binding on the Parties.

6.3.2. If arbitration is selected by the City as the forum for further resolution, the claim or dispute shall be filed with the American Arbitration Association under its then current Commercial Arbitration Rules, Expedited Procedures, regardless of the amount of the claim or dispute.

6.3.3. The laws of the State of Nevada shall govern the validity, construction, performance and effect of this Agreement, without giving effect to its conflict of law provisions. If arbitration is selected, each party hereto consents to, and waives any objection to, venue being the offices of the American Arbitration Association located in Las Vegas, Nevada, or other venue mutually agreed by the parties. If litigation is selected, each party hereto consents to, and waives any objection to, the State courts located in the County of Clark, State of Nevada as the proper and exclusive venue for any disputes arising out of or relating to this Agreement or any alleged breach thereof. Each party hereby waives trial by jury in any action, proceeding or counterclaim brought by either of them against the other on any matters whatsoever arising out of or in any way connected with this Agreement.

6.4. Liability. Each party hereto agrees to be responsible for any claims and liability for personal injury and/or property damage resulting from the acts or omissions, negligence or otherwise, of its public officials, directors, officers, contactors, agents, and employees, as applicable, committed in the performance of this Agreement. In no event shall the language in this Section constitute or be construed as a waiver or limitation of any party's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the Federal and State Constitutions or by law, including Nevada Revised Statutes Chapter 41.

6.5. Non-Discrimination. Neither party shall discriminate against any person on the basis of age, color, disability, gender, handicapping condition, national origin, race, religion, sexual orientation,

gender identity or expression, or any other class protected by law or regulation.

6.6. Third Party Interests. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a party to this Agreement any third-party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

6.7. Severability. The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The Parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

6.8. Waiver. Waiver of any of the terms of this Agreement shall not be valid unless it is in writing signed by each party hereto. The failure of either party hereto to enforce any of the provisions of this Agreement, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Agreement, or to affect the right of that party to thereafter enforce each and every provision of this Agreement. Waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach of this Agreement.

6.9. No Exclusion. The City hereby represents to PMI as of the Effective Date and warrants to PMI for the term of this Agreement that the City and its Trainees: (i) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the "Federal health care programs"); (ii) are not convicted of a criminal offense related to the provision of health care items or services but have not yet been excluded, debarred or otherwise declared ineligible to participate in the Federal health care programs; and (iii) are not under investigation or otherwise aware of any circumstances which may result in the City, or a Trainee, being excluded from participation in the Federal health care programs.

6.10. HIPAA Requirements. the extent applicable to this Agreement, the City agrees to comply with the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH ACT"), the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § 1320d through d-8 ("HIPAA") and any current and future regulations promulgated under either the HITECH Act or HIPAA including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164 (the "Federal Security Regulations") and the federal standards for electronic transactions, all as may be amended from time to time, and all collectively referred to herein as "HIPAA Requirements". The City further agrees not to use or disclose any Protected Health Information (as defined in 45 C.F.R. § 164.501) or Individually Identifiable Health Information (as defined in 42 USC § 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement. The City will and will cause Trainees to enter into any further agreements as necessary to facilitate compliance with HIPAA Requirements.

6.11. Notices. Any notice required to be given hereunder shall be deemed to have been given when written notice is (i) received by the party to whom it is directed by personal service; (ii) three (3) days after deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to the party to be notified at the address for such party; (iii) one (1) day after deposit with a

nationally recognized air courier service such as FedEx; or (iv) by an email sent to the email address of the recipient stated in this Section. All notices shall be effective upon receipt by the party to which notice is given or if it is delivered by email, when the recipient acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for notice purposes. Either party hereto may change its address by giving ten (10) days advance notice to the other party as provided herein. Phone and fax numbers, if listed, are listed for information only:

Pima Medical Institute:

Attn: Sam Gentile, Campus Director Pima Medical Institute
3333 E Flamingo Road Las Vegas, NV 89128

City of Las Vegas:

Las Vegas Fire and Rescue
500 North Casino Center Boulevard Las Vegas, NV 89101

With copy to:

City Attorney's Office
495 S. Main Street, 6th Floor Las Vegas, NV 891014

6.12. Counterparts. This Agreement may be executed in counterparts. All such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

The Parties further agree that this Agreement may be signed electronically via the City's designated electronic signature platform, and that the electronic signatures appearing herein shall be considered the same as handwritten signatures for the purposes of validity, admissibility, and enforceability.

6.12. FERPA. The Parties acknowledge that information (if any) received from Pima regarding students may be protected by the Family Educational Rights and Privacy ("FERPA"), and agree 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. Anything in this Agreement to the contrary notwithstanding, PMI will only provide information to the City about a Trainee if: (a) the reporting does not violate FERPA, or (b) Trainee has provide PMI with a valid FERPA waiver.

6.13 Participant Status No student will be substituted for staff during a clinical or field internship experience.

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Signature Page

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

CITY OF LAS VEGAS

By: _____

Carolyn G. Goodman
Mayor

Date: _____

Attest:

By: _____

LuAnn D. Holmes, MMC Date
City Clerk

Approved as to Form:

By: John S. Ridilla 11/29/22

John S. Ridilla Date
Chief Deputy City Attorney

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**AGENCY AGREEMENT FOR PARAMEDIC TRAINING
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Signature Page (continued)

PIMA MEDICAL INSTITUTE

By: Sam Gentile

Printed Name: SAM GENTILE

Title: Campus Director

Date: November 29, 2022

EXHIBIT A

PARAMEDIC RIDER PMI CLINICAL TRAINING EXPERIENCE FOR PARAMEDIC TRAINEES

Under the supervision and direction of PMI Clinical mentors, or hospital staff, a Trainee will be afforded the following clinical skill experiences as required by CoAEMSP's Student Minimum Competency Matrix (SMC). The SMC is dictated by CoAEMSP and is subject to change at their discretion, below is the current SMC:

Student Minimum Competencies in Clinical or Field Experience and Capstone Field Internship	Min # Required
Age Requirements	108 Total
Pediatric (Minimum of 2 in each age group)	30
Adult (19 to 65 years of age)	60
Geriatric (Older than 65 years of age)	18
Trauma	27 Total
Formative Exposure (Assists with development of patient management plan)	18
Summative Exposure (Develops a patient management plan)	9
Medical	134 Total
Medical – Other	18
Medical – Neurologic pathologies/complaints	12
Cardiac pathologies or complaints	18
Cardiac Dysrhythmia	16
Cardiac Arrest	3
Respiratory pathologies or complaints	12
Obstetric delivery with normal newborn care*	2
Complicated obstetric delivery*	4
Distressed neonate (birth to 30 days)*	4
Psychiatric/Behavioral	18
Other medical conditions or complaints	18
Skills	
Establish IV access	25
Administer IV infusion medication*	2
Administer IV bolus medication	10
IM or SQ Injection	2
Establish IO access*	2
Perform PPV with BVM*	10
Perform endotracheal intubation*	10
Perform endotracheal suctioning*	2
Perform FBAO removal using Magill forceps*	2
Perform cricothyrotomy*	2
Insert supraglottic airway*	10
Perform needle decompression of the chest*	2
Perform synchronized cardioversion*	2
Perform defibrillation*	2
Perform transcutaneous pacing*	2
Perform chest compressions*	2
Team Leads in Capstone Field Internship	20 Total

A Trainee is to perform only those skills/ interventions that are approved by the National EMS Scope of Practice Model