

UNIVERSITY OF NEW MEXICO
EMS Academy

Clinical Affiliation Agreement

This Clinical Affiliation Agreement is entered into effective November 15, 2013 by the Regents of the University of New Mexico, for its public operation known as the Health Sciences Center, specifically for the School of Medicine, Emergency Medical Services Academy (“School”), and Santa Fe County Fire Department (“Clinical Facility”).

RECITALS

- A. The School offers its students programs in Basic Emergency Medical Technician, Intermediate Emergency Medical Technician, and Paramedic (“Programs”), and wishes to provide students enrolled in the Programs (“Students”) with coordinated clinical, educational, research and public service experience.
- B. The Clinical Facility wishes to cooperate in providing clinical education experience for students and believes that making its resources available to the School for the clinical education of students of the school will result in benefits to the Clinical Facility’s community.
- C. The Clinical Facility wishes to assist the School and enhance the quality of its Programs by allowing students of the School to participate in the activities of the Santa Fe County Fire Department’s Emergency Medical Unit;
- D. The students and School faculty will participate in the Clinical Facility’s Emergency Medical Unit without compensation and solely to obtain clinical educational experience;
- E. The School and the Clinical Facility wish to enter into this Agreement to establish their responsibilities with regard to the students’ participation in the Emergency Medical Unit of the Clinical Facility.

The parties agree:

I. JOINT RESPONSIBILITIES OF THE PARTIES

The School and Clinical Facility will:

- A. Establish the educational objectives for the fieldwork experience, devise methods for their implementation, and evaluate the effectiveness of the fieldwork experience.
- B. Determine the number of Students and the period of time to be spent by each Student participating in the Programs at the Clinical Facility.

- C. Provide proper orientation of Students prior to their arrival at the Clinical Facility, including proper dress, proper identification badge, safety policies, health standards and code of conduct.

II. RESPONSIBILITIES OF THE SCHOOL

The School will:

- A. Assume full responsibility for the planning of the educational Programs including administration, matriculation, promotion and graduation.
- B. Keep the Clinical Facility's clinical supervisor and instructors oriented to the Programs' philosophy, course objectives, clinical instruction needs and evaluation requirements for students of the School.
- C. Be responsible for assuring continuing compliance with the educational standards established by the Committee on Accreditation for the EMS Professions.
- D. In consultation with the Clinical Facility, identify specific students who will be assigned for clinical experience at the Clinical Facility and furnish the Clinical Facility with a list of assigned students and School personnel, schedules of student assignments, and related information.
- E. Keep all records and reports of students' clinical experience.
- F. Instruct students regarding confidentiality of medical records of the Clinical Facility.
- G. Ensure that, for the duration of assignments to the Clinical Facility, students have and maintain current certification in either Basic Life Support for the Health Care Provider, CPR Pro, or the equivalent.
- H. Ensure that, prior to assignment at the Clinical Facility, students receive OSHA training on blood-borne pathogens.
- I. Require students and assigned School faculty to meet all reasonable health standards required by School's Student Health and Counseling (SHAC), imposed by applicable laws and regulations, or imposed by the Clinical Facility. Clinical Facility will provide copies of its health standards and requirements to School and students.
- J. Require students to undergo a ten-panel urine screen, as well as all reasonable background checks imposed by applicable laws and regulations, or imposed by the Clinical Facility. Clinical Facility will provide copies of its background check requirements to School and students. School agrees not to assign any student who has an adverse urine or background report without prior discussion with the Clinical Facility.

III. RESPONSIBILITIES OF THE CLINICAL FACILITY

The Clinical Facility will:

- A. Maintain standards that will make it eligible for approval as a clinical site for instruction of students.
- B. Advise the School of any changes in its personnel, operation or policies which may affect clinical experience as provided in this Agreement.
- C. Designate a clinical supervisor who will be responsible for the planning and implementation of the clinical experience; adequate orientation of students to Clinical Facility programs, policies and proper channels of communication; regular exchange of information between the Clinical Facility and School; and interpreting changes in Clinical Facility policies and programs. The staff member so designated will meet the criteria established by the Joint Review Committee for supervising students.
- D. Provide the clinical supervisor with time to plan and implement the clinical experience including, when feasible, time to attend relevant meetings and conferences.
- E. Provide access to the same food services, reasonable parking areas, appropriate reference books and procedure manuals, and emergency medical care as offered to Clinical Facility employees at established Clinical Facility charges unless other arrangements are made by the parties.
- F. Be ultimately responsible for the treatment of patients. Students will not replace Clinical Facility staff or School staff or be responsible for giving services to patients apart from its educational value.
- G. Permit access to medical records for educational use by students and School staff, subject to the Clinical Facility rules and applicable laws and regulations regarding confidentiality.
- H. In its sole discretion, request that any Student, instructor, medical director or program director, whose unsatisfactory performance, health status, or behavior, might jeopardize patients, Clinical Facility staff, themselves or others be removed from the Clinical Facility. In such case the Clinical Facility will promptly notify the School so that appropriate action may be taken.
- I. Advise the School at least by midterm of any serious deficits noted in the ability of the assigned student(s) to achieve the stated objectives of the clinical experience, and work with the School to devise a plan by which student may be assisted to achieve the stated objectives.

- J. Evaluate the performance of students on a regular basis using evaluation forms developed and supplied by the School. Completed evaluation forms will be forwarded to the School within one week following conclusion of the students' clinical experience.

IV. RELATIONSHIP OF PARTIES

- A. Students and employees of the School will not be considered employees or volunteers of the Clinical Facility for any purpose, including, but not limited to, workers' compensation, insurance, bonding or any other benefits afforded to employees of the Clinical Facility. As trainees working under the direct control of Clinical Facility's clinical instructors, students will be part of Clinical Facility's "workforce" for purposes of compliance with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d ("HIPAA").
- B. Neither party has any express or implied authority to assume or create any obligation or responsibility on behalf of or in the name of the other party.

V. INSURANCE AND LIABILITY

- A. As between the parties, each party acknowledges that it will be responsible for claims or damages arising from personal injury or damage to persons or property to the extent they result from negligence of that party's employees or (in the case of School) students. The Clinical Facility understands that School is not indemnifying Clinical Facility for the acts or omissions to act of School's students, faculty, and/or employees. The liability of students and employees of the School will be subject in all cases to the limitations and immunities of the New Mexico Tort Claims Act, Sections 41-4-1 *et seq.* NMSA 1978, as amended.
- B. The New Mexico Risk Management Division provides professional liability coverage of School, its students and employees for their health care instructional activities at the Clinical Facility as set forth in the New Mexico Tort Claims Act.
- C. If a claim or suit is initiated or filed naming or otherwise involving a student or employee of the School, the Clinical Facility will immediately provide written notice to the School's Health Sciences Center Office of University Counsel. If a claim or suit is filed or initiated against the Clinical Facility, naming or otherwise involving alleged actions or omissions of a student, the School will manage and control all aspects of the defense on behalf of the student in accordance with the New Mexico Tort Claims Act. To the extent permitted by the New Mexico Tort Claims Act, the School will coordinate its defense with that of the Clinical Facility.
- D. The Clinical Facility will not provide accident or health insurance to students. In the event of injury to a student at the Clinical Facility, the student will seek

treatment at a facility selected by the student. If necessary, the Clinical Facility will provide emergency medical treatment to students while they are assigned to the Clinical Facility. The cost of such treatment will be paid by the student or the student's third party payer.

VI. TERM AND TERMINATION

This Agreement will be effective on as of the date first set forth above, and will continue for a term of two (2) years. Either party may terminate this Agreement at any time with or without cause by providing written notice of intent to terminate to the other party at least sixty (60) days prior to the date of termination proposed in the notice. However, students participating in a fieldwork rotation at the Clinical Facility at the time of termination will be permitted to complete the rotation under the terms and conditions of this Agreement.

VII. HIPAA COMPLIANCE

- A. The parties will comply with the applicable provisions of HIPAA and any current and future regulations promulgated thereunder, including without limitation, the federal privacy regulations, the federal security standards, the federal standards for electronic transactions, and the Health Information Technology for Economic and Clinical Health (“HITECH”) Act that is contained within the American Recovery and Reinvestment Act of 2009, P.L. 111-5 (collectively, the “HIPAA Requirements”) and with any and all of Clinical Facility’s policies, procedures, and standards adopted from time to time with respect to the HIPAA Requirements. The parties will not use or further disclose any Protected Health Information or Individually Identifiable Health Information (as such terms are defined in the HIPAA regulations), other than as permitted by the HIPAA Requirements and the terms of this Agreement.
- B. The School will ensure that Students have been provided training with regard to the HIPAA Requirements, and will provide Clinical Facility with a certificate of training evidencing that this requirement has been met. Additionally, the Clinical Facility may require each Student to sign a Confidentiality Agreement and an Acknowledgement that the Student has received Clinical Facility’s Notice of Privacy Practices.

VIII. MISCELLANEOUS

- A. **Entire Agreement.** This Agreement represents the entire understanding between the parties and supersedes any prior agreements or understandings with respect to the subject matter of this Agreement.
- B. **Modifications.** No changes, amendments or alterations to this Agreement will be effective unless in writing and signed by both parties.

- C. Non-Assignability.** This Agreement will not be assigned by either party, nor will the duties imposed upon either party by this Agreement be delegated, subcontracted, or transferred by either party, in whole or in part, without the prior written consent of the other party.
- D. Governing Law.** This Agreement will be construed, interpreted, governed, and enforced in accordance with the statutes, judicial decisions, and other laws of the State of New Mexico, without regard to its conflict of law provisions.
- E. Severability.** The invalidity or unenforceability of any term or provision of this Agreement will in no way affect the validity or enforceability of any other term or provision to the extent permitted by law.
- F. No Inducement to Refer.** Nothing contained in this Agreement will require either party or any physician of a party to admit or refer any patients to the other party's facilities. The parties enter into this Agreement with the intent of conducting their relationship in full compliance with applicable federal, state and local law, including the Medicare/Medicaid Anti-Fraud and Abuse Amendments and the Physician Ownership and Referral Act (commonly known as the Stark Law). Notwithstanding any unanticipated effect of any of the provisions herein, neither party will intentionally conduct itself under the terms of this Agreement in a manner to constitute a violation of these provisions.
- G. Headings.** Headings and captions used in this Agreement are for convenience and ease of reference only and will not be used to construe, interpret, expand or limit the terms, conditions, or other provisions of this Agreement.
- H. Cooperation and Dispute Resolution.** The parties will meet as necessary to discuss and evaluate the School's Programs at the Clinical Facility. The parties agree that, to the extent compatible with the separate and independent management of each, they will maintain effective liaison and close cooperation. If a dispute arises related to the obligations or performance of either party under this Agreement, representatives of the parties will meet in good faith to resolve the dispute.
- I. Third Parties.** Nothing in this Agreement, express or implied, is intended to confer any rights, remedies, claims, or interests upon a person not a party to this Agreement.
- J. Nondiscrimination.** Neither party will discriminate against students, employees or patients on the basis of race, religion, national origin, sex, sexual orientation, age or handicap.
- K. Confidentiality.** The confidentiality of medical records of the Clinical Facility's patients and academic records of the students will be maintained by the parties in accordance with applicable federal and state laws and regulations regarding confidentiality of medical records and students' records.

L. Eligibility for Participation in Government Programs. Each party represents that neither it, nor any of its management or any other employees or independent contractors who will have any involvement in the services or products supplied under this Agreement, have been excluded from participation in any government healthcare program, debarred from or under any other federal program (including but not limited to debarment under the Generic Drug Enforcement Act), or convicted of any offense defined in 42 U.S.C. Section 1320a-7, and that it, its employees, and independent contractors are not otherwise ineligible for participation in federal healthcare programs. Further, each party represents that it is not aware of any such pending action(s) (including criminal actions) against it or its employees or independent contractors. Each party shall notify the other party immediately upon becoming aware of any pending or final action in any of these areas.

M. Notices. Any notice required to be given pursuant to the terms and provisions of this Agreement will be in writing and will be sent by certified mail, return receipt requested, postage prepaid, as follows:

To Clinical Facility at:

Katherine Miller
Santa Fe County Manager 102 Grant Avenue
Santa Fe, NM 87505 and
Captain Michael Mestas
Fire Captain
Santa Fe County

To School at:

University of New Mexico EMS Academy
MSC11 6260
1 University of New Mexico
Albuquerque, New Mexico 87131-0001
Attn: Clinical Coordinator

N. Binding Effect. This Agreement is binding upon, and inures to the benefit of, the parties to this Agreement and their respective successors and assigns.

CLINICAL FACILITY: Santa Fe County

By: Katherine Miller

Date: 11-13-13

Typed Name: Katherine Miller

Title: Santa Fe County Manager

Approved as to form
Santa Fe County Attorney

By: [Signature]

Date: 11/7/13

**SCHOOL: REGENTS OF THE UNIVERSITY OF NEW MEXICO,
FOR THE SCHOOL OF MEDICINE, EMS ACADEMY**

Approved as to form by: [Signature]

Chamiza Pacheco de Alas

Assistant University Counsel

Date: 10/31/13

By: Jeanne M. Marquardt

Jeanne M. Marquardt

Administrator, School of Medicine

Date: 10/31/13