Central New Mexico Community College

CLINICAL EDUCATION AGREEMENT
BY AND BETWEEN
CENTRAL NEW MEXICO COMMUNITY COLLEGE
AND
SANTA FE COUNTY FIRE DEPARTMENT

This agreement, effective as of May 29th, 2013, is made by and between **Santa Fe County, Santa Fe County Fire Department** (hereinafter called "Training Site") and Central New Mexico Community College School (hereinafter called "School").

WHEREAS, the School has degree/certificate programs in nursing and allied health professions; and,

WHEREAS, clinical education is a required and integral component of the curriculum for that degree; and,

WHEREAS, the School desires the assistance of Training Site in the development and implementation of the clinical education component of the curriculum; and,

WHEREAS, Training Site wishes to assist the School by providing clinical experience for students assigned to it by the School.

NOW THEREFORE, in consideration of the mutual agreement set forth herein, the School and Training Site agree as follows:

1. Responsibilities of the School
   a. School shall assume responsibility for planning and implementing the educational component of the student's training.

   b. School shall assume responsibility for assuring continuing compliance with the educational standards established by the appropriate accrediting organization.

   c. School shall appoint an individual as the Clinical Coordinator for each program who shall be the single point of contact between the School and Training Site and who shall be responsible for the oversight and conduct of students assigned to Training Site.

   d. When appropriate, School shall, in collaboration with Training Site, appoint a Preceptor who shall be responsible for planning and implementing each clinical education program.

   e. School shall notify Training Site of its planned schedule of student assignment at a time mutually agreed upon by both parties, and shall provide Training Site with the names of the students, their level of academic preparation, dates of the clinical education assignment for each student, and any required health reports or information. The School shall obtain written consent from the student prior to forwarding any student record information to Training Site.

   f. Prior to any students' participation in clinical training at the Training Site, the School shall ensure that all students who plan to participate in clinical training at the Training Site sign an Inquiry/Authorization Release Form authorizing the Training Site to conduct a criminal background check on the student.

   g. School will, upon request, supply sufficient documentation, such as curriculum vitae, Drug Enforcement Administration (DEA) certificate (if applicable), current active New Mexico licenses (if applicable), and other applicable certificates of competency, as well as necessary documentation of results of tuberculosis testing (within the past 24 months), evidence of

current immunization status (including Hepatitis B antibody testing or proof of vaccination or written proof of School refusal), cardiopulmonary resuscitation (CPR) training, and training in infection control (e.g. blood-borne pathogens).

h. School shall comply with and advise assigned students of their obligation to comply with all applicable School and Training Site standards, policies and procedures, rules and regulations including, but not limited to, the School's suspected impairment policy (See Exhibit A School of Health, Wellness, and Public Safety Suspected Impairment Policy), drug free work environment and infection control, as well other standards of the Center of Medicare and Medicaid Services (CMS), the Joint Commission on Accreditation of Healthcare Organizations (JCAHO), the Occupational Safety and Health Act (OSHA), and other regulatory, licensing, and accrediting organizations to which Training Site is bound to abide or to which Training Site deems, it its sole discretion, to subscribe. The Training Site shall be responsible to furnish School with information and documentation necessary for School to comply with this paragraph.

i. School represents that neither School, nor any of School's 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 School, School's employees, and independent contractors are not otherwise ineligible for participation in federal healthcare programs. Further, School represents that School is not aware of any such pending action(s) (including criminal actions) against School or School's employees or independent contractors. School shall notify Training Site immediately upon becoming aware of any pending or final action in any of these areas.

j. School shall communicate, through its Clinical Coordinator, with Training Site on matters pertinent to clinical education. Such communication will include, but not be limited to, on-site visits to Training Site while the School students are participating in the clinical education program. All expenses related to such on-site visits shall be borne solely by the School.

k. When appropriate, School shall supply Training Site with the forms to be used in evaluating student performance in Training Site.

l. School shall obtain and, at all times while this Agreement is in effect, maintain professional and general liability insurance as necessary to insure the School and students against any liability, claim or claims, or judgments for damages including death, bodily injury, and property damage arising directly or indirectly out of their activities during their clinical education with Training Site. The amount of coverage shall be not less than what is stated in the Tort Claims Act (41-4-19 maximum liability). Certificates of such insurance will be provided annually.

m. School shall advise Training Site of changes in faculty, curriculum, and policy, which may affect this clinical education program.

n. Confidentiality and Disclosure of Patient Information.

1) Confidential Information

For purposes of this Section, the term "Confidential Information" shall mean the non-public information of Training Site, including, but not limited to, individual patient medical records or information related to the care of individual patients, including billing and claims information, policies and procedures, any formulae, patterns, compilations, programs, devices, methods, systems, techniques, processes, financial information, business strategy, or costing data that (1) derives independent economic value (actual or potential) from not being generally known to , and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, or (2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. The term "Confidential Information" shall not include information which: (1) is known to the receiving party prior to receiving it form the other party, (2) is generally know to the public, or (3) is disclosed to one party at any time by a third party who had the legal right to disclose it, or (4) is independently developed by the other party in compliance with law.

2) Confidentiality

(a) School shall have access to Confidential Information and other information including information relating to individual patients which shall be deemed to be confidential and School shall not, nor shall its employees and agents, except as may be required by any lawful subpoena, court order, or legal process, at any time without Training Site's prior written consent: (a) disclose any such information to any third party, or (b) reproduce or utilize any such information in furtherance of any business venture other than the operation of Training Site. School

further agrees that its personnel, contractors, and subcontractors involved in the performance of Services under the terms of this Agreement shall sign a Confidentiality Agreement, which is attached hereto as Exhibit B.

(b) If School is required by lawful subpoena, court order, or legal process to disclose any Confidential Information or other related information, School shall provide notice thereof to Training Site to enable Training Site to seek a protective order or other appropriate legal or equitable remedy to prevent such disclosure, should Training Site determine it intends to do so.

3) Health Insurance Portability and Accountability Act

(a) Throughout the term of this Agreement School shall, at no cost to Training Site, comply with all applicable state, federal and local laws, rules and regulations currently in effect, or which may become effective during the term of this Agreement, including HIPAA and any related regulations, with regard to Protected Health Information (PHI), including, without limitation the handling, storage, disclosure, security and maintenance of Health Information (referred to collectively as the "Privacy Laws").

(b) Further, in regard to HIPAA, School warrants that:

(i) School will not use or further disclose PHI other than as permitted by this Agreement or required by law.

(ii) School shall protect and safeguard from any oral and written disclosure all confidential information regardless of the type of media on which it is stored (e.g., paper, fiche, electronic, etc.) with which it may come into contact.

(iii) School shall implement and maintain appropriate policies and procedures to protect and safeguard PHI.

(iv) School shall use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by this Agreement or required by law.

(v) School shall ensure that all of its subcontractors and agents to which it provides PHI pursuant to the terms of this Agreement shall agree to all of the same restrictions and conditions to which School is bound. Under such agreement, the third party shall (a) provide reasonable assurances that such PHI will be held confidential as provided pursuant to this Agreement, (b) provide reasonable assurance that such PHI will be disclosed only as required by law or for the purposes for which it was disclosed to such third party, and (c) immediately notify School of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

(vi) School shall, within five (5) days of becoming aware of a loss, a suspected loss, or disclosure of PHI in violation of this Agreement by School, its officers, directors, employees, contractors or agents or by a third party to which School disclosed PHI pursuant to this Agreement, report any such disclosure to Training Site's Privacy and Security Officers. This requirement will also apply to any loss, or suspected loss of PHI and Confidential Information.

(vii) School shall, within five (5) business days of receipt of a request from Training Site, make available PHI in accordance with 45 CFR § 164.524. In the event any individual requests access to his or her PHI directly from School, School may not deny access to the PHI requested. However, School shall, within two (2) business days, forward such request to Training Site.

(viii) School shall, within ten (10) business days of receipt of a request from Training Site for an amendment of an individual's PHI, make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 CFR § 164.526. In the event any individual requests an amendment to his or her PHI directly to School, School may not deny the amendment to the PHI requested. However, School shall, within two (2) business days, forward such request to Training Site.

(ix) School shall, within ten (10) business days of notice by Training Site, make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528. At a minimum, School shall provide Training Site with the following information: (i) the date of the disclosure, (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person, (iii) a brief description of the PHI disclosed, and (iv) a brief statement of the purpose of such disclosure that includes an explanation of the basis for such disclosure. In the event the request for an accounting is delivered directly to School, School shall within two (2) business days forward such request to Training Site. It shall be Training Site's responsibility to prepare and deliver any such accounting requested. School hereby agrees to implement an appropriate record keeping process to enable it to comply with the requirements of this paragraph.

(x) School shall make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by one party on behalf of the other available to the Secretary of Health and Human Services, governmental officers and agencies, and Training Site for purposes of determining compliance with 45 CFR §§ 164.500—534.

(xi) Upon termination of this Agreement, for whatever reason, School will return or destroy all PHI, if feasible,

received from, or created or received by it on behalf of Training Site which School maintains in any form, and retain no copies of such information, or if such return or destruction is not feasible, to extend the precautions of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible;

(xii) School recognizes that any breach of confidentiality or misuse of information found in and/or obtained from records may result in the termination of this Agreement and/or legal action. Unauthorized disclosure may give rise to irreparable injury to the patient or to the owner of such information and accordingly the patient or owner of such information may seek legal remedies against School.

(c) Survivability

The obligations of this section shall survive the termination of this Agreement.

2. Responsibilities of The Training Site:

a. Upon request from School, Training Site shall provide a Preceptor with adequate time to plan and implement this clinical education program and, when feasible, to attend relevant faculty meetings and conferences.

b. As appropriate, Training Site shall evaluate the performance of the assigned students as often as is mutually agreed, using the evaluation forms supplied by the School. The completed evaluation will be forwarded to the School within one week following the conclusion of a student's clinical education assignment.

c. Training Site shall provide the physical facilities and equipment necessary to conduct this clinical education program, including, wherever possible, the use of library, study, locker and cafeteria facilities.

d. Training Site shall provide each assigned student with orientation relevant to Training Site facilities and policies and procedures.

e. Training Site shall advise the School at the earliest possible time of any serious deficit noted on the ability of an assigned student to progress toward achievement of the stated objectives of this clinical education program. Training Site reserves the right to dismiss any student from Training Site premises when it is deemed in Training Site sole discretion that the student's health or performance is a detriment to the well-being of any Training Site patient or employee, or is in violation of any rules, regulations or policies of the Training Site.

f. Training Site shall inform the School of any changes in its operation or policies, which may materially affect this clinical education program.

3. Mutual Responsibilities

a. School and Training Site mutually agree that students who are assigned to Training Site shall not receive any compensation from the parties for such assignment, and they shall not be considered employees of the parties while participating in the program that is the subject of the Agreement, nor shall students be eligible for employee benefits provided by the parties including but not limited to worker's compensation benefits in the event of injury of the student while assigned to Training Site.

b. School and Training Site shall work together to determine the number of students to receive clinical education at Training Site and the length of rotation required to achieve the stated clinical education objectives.

c. School, in collaboration with Training Site, will establish the clinical education objectives for the affiliation, devised methods for their implementation, and evaluate their effectiveness.

d. School and Training Site agree that each will exchange all necessary data and information for each to comply with business objectives as well as any appropriate certification and/or accreditation organizations and requirements of federal, state, or local regulations. Any request for data or information shall be given with reasonable advance notice and shall be in writing.

e. School and Training Site agree that they will comply with all federal and local laws including the provisions of the Civil Rights Act of 1964, which are applicable to activities carried out under this Agreement. The parties agree not to engage in unlawful discrimination on the basis of race, color, national origin, gender, religion, family responsibilities, disability, political affiliation, age, or sexual orientation.

f. The term of this Agreement shall be two (2) years beginning from the effective date stated on Page 1 above. Either party may terminate this Agreement by giving the other party written notice not less than ninety (90) days prior to the effective date of the termination. In any event, the termination will not be effective until the end of the then-current academic term.

g. This Agreement shall not be assigned in whole or in part without the prior written consent of both parties.

h. All notices and other communications which may be or are required to be given by the parties to this Agreement shall be in writing and shall be mailed by first-class, certified mail, return receipt requested, postage prepaid, addressed to the addresses appearing below. Each party may designate by notice in writing a new address to which any notice and other communication may thereafter be so sent. Each notice and communication shall be deemed received only at such time as the return receipt is signed by the recipient. Notices shall be addressed to the parties as follows:

1) If to the School:
Nichole Rogers, External Compliance Coordinator
School of Health, Wellness, & Public Safety
Central New Mexico Community College
525 Buena Vista SE
Albuquerque, NM 87106
505-224-4172 Direct Line
505-224-4120 Fax Line

2) If to the Training Site:

Santa Fe County Manager
Santa Fe County
102 Grant Avenue
Santa Fe, NM 87501

and,

Attn: Captain Michael Mestas
Santa Fe County Fire Department
102 Grant Avenue
Santa Fe, New Mexico 87501

i. This Agreement shall be governed by the Laws of the State of New Mexico.

j. No revision or modification of this Agreement shall be effective unless it is in writing and is signed by both parties.

CNM

Central New Mexico Community College

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Central New Mexico Community College

Tamra Mason, Dean
School of Health, Wellness, & Public Safety

Date: 5/24/2013

Loretta Montoya, Comptroller

Date: 5/29/2013

Santa Fe County

Katherine Miller
Santa Fe County Manager

Date: 5.14.13

Teresa C. Martinez, Director
Santa Fe County Finance Department

Date: 5/10/13

Approved as to form
Santa Fe County Attorney
By:
Date: May 6, 2013

Central New Mexico Community College

CLINICAL EDUCATION AGREEMENT

Supporting Documents

Exhibit	Document Name	Purpose
Exhibit A	Policy and Procedures for students suspected of impairment during clinicals.	To provide clear guidelines and consistent procedures for handling incidents of student use/abuse of alcohol, drugs or controlled substances.
Exhibit B	Confidentiality Agreement	To ensure students are aware of their responsibilities
Exhibit C	Performance Expectations	To provide clear performance expectations for faculty and students.
Exhibit D	SFC Inquiry/Authorization Release	Student authorization & release for SFC to conduct background inquiry.

EXHIBIT A
CENTRAL NEW MEXICO COMMUNITY COLLEGE (CNM)
SCHOOL OF HEALTH, WELLNESS, & PUBLIC SAFETY (HWPS)
POLICY AND PROCEDURES FOR STUDENT SUSPECTED OF IMPAIRMENT
ADOPTED 2003
Revisions for minors added July 27, 2006

1. Policy: Although CNM enforces a policy regarding substance abuse, the special needs of the Health, Wellness, & Public Safety (HWPS) programs require additional procedures for handling the suspected drug/alcohol impairment of students enrolled in HWPS coursework designated as theory/clinical, practical or laboratory courses. Due to the nature of the course of study, students enrolled in such HWPS theory/clinical/practical/laboratory courses must not be under the influence of any substance (regardless of whether the use of the substance is legal or illegal), which impairs or is likely to impair their clinical judgment while in the patient care, clinical, practical or laboratory setting. This policy demonstrates the HWPS commitment to safeguard the health of the students and the public and provides a safe place for students to learn.

2. Purpose: Drug or alcohol use, either while on-campus or in a clinical, practical or laboratory setting, can seriously endanger the safety of patients and students, as well as render it impossible to provide safe healthcare and service. Impairment or potential impairment of judgment in the clinical, practical or laboratory setting places the safety of students, patients, faculty and the general public at unacceptable risk.
   The purpose of this policy is to:
   a. Provide clear guidelines and consistent procedures for handling incidents of student use/abuse of alcohol, drugs or controlled substances that affect or are likely to affect judgment in the classroom, clinical, practical or laboratory setting.
   b. Inform students of their responsibility to conform to all state and federal laws and regulations and CNM policies, rules and regulations regarding alcohol, drugs or controlled substances.
   c. Provide substance abuse prevention/detection education for all faculty regarding problem recognition and implementation of this policy.
   d. Balance the need to safeguard the public with the student's rights.

3. Definitions:
   a. Legal Drugs: Legal drugs include medications prescribed by a physician for a specific individual and over-the-counter medications. The HWPS prohibits the use/abuse of such drugs to the extent that behavior or judgment is adversely affected.
   b. Illegal Drugs: Illegal drugs include those controlled substances (certain drugs or substances that are subject to or have a potential for abuse or physiological dependence) under federal or state law that are not authorized for sale, possession or use/abuse (in confirmed, detectable levels), and legal drugs which are obtained or distributed illegally. Manufacture, use/abuse, possession, sale, purchase or transfer of illegal drugs is prohibited. The CNM Student Code of Conduct further elaborates on this policy.
   c. Impairment: A chemically impaired person is one who is under the influence of a substance that interferes with mood, perception or consciousness resulting in physical and/or behavioral characteristics which affect the individual's ability to meet standards of performance, behavior and/or safety in clinical, practical or laboratory course settings.

4. Legal Use of Substance under Direction of Physician: A student taking legal drugs must be able to provide documentation of a medical reason for such in the event of a positive drug screen. This student may not participate in any clinical, practical or laboratory setting if impaired. All attendance policies remain in place and the student remains responsible for completing all requirements of the course or program.

5. Factors Suggesting Impairment: Current students while in the patient care, clinical, practical or laboratory setting may be asked to submit to a drug test, if cause or reasonable suspicion of substance use exists. Factors which COULD establish cause/reasonable suspicion include, but are not limited to:
   - Unsteady gait
   - Unusual sleepiness or drowsiness
   - Slurred speech or change in the student's usual speech pattern
   - Blood shot eyes
   - Unusually disheveled appearance
   - Aggressive tone
   - Physical aggression
   - Odor of alcohol or marijuana

- Residual odor peculiar to some chemical or controlled substances
- Unexplained and/or frequent absenteeism during a scheduled class or clinical laboratory
- Personality changes or disorientation
- Inappropriate behavior which suggests that the student is under the influence of a chemical substance that impairs or could impair clinical, practical or laboratory judgment
- Repeated failure to follow instructions or operating procedures
- Violation of clinical, practical or laboratory facility or CNM safety policies
- Involvement in an accident or near-accident
- Marked decrease in manual dexterity and/or coordination in body movement
- Discovery of or presence of drugs/drug paraphernalia in student's possession
- Alcohol in a student's possession
- Theft or absence of narcotics from the student's clinical or practical site

6. Substance Use Testing Procedures:
   a. The student will be removed from the classroom or clinical laboratory without delay and will be given an opportunity to explain his/her behavior. If the instructor/preceptor reasonably suspects impairment, the student shall be sent for a drug screen to a suitable laboratory designated by CNM. The student will not be able to return to class or clinical laboratory until the Director of the Program, the Dean of HWPS, the Dean of Students or identified designees deem it appropriate. The student remains responsible for all course or program requirements during such period.
   b. Students suspected of impairment will be sent for a 10+alcohol forensic urine drug screen with split specimen and proper chain of custody. In addition, the student is to have a breath analyzer test for alcohol that is certified by the Substance Abuse Mental Health Services Administration (formerly NIDA) for DHHS/DOT testing and accredited in Forensic Urine Drug Testing by the College of American Pathologists (CAP-FUDT). The preceding requirements regarding custody and certification apply to a retest. A facility that is licensed in compliance with the law will be used for the testing.
   c. The student will be given a Drug Screening Referral Form and will take the Drug Screening Referral Form to the testing site immediately. The student must report to the testing site within one hour from the time the Drug Screening Referral Form is completed. The student shall provide the instructor with the student's current phone number.
   d. The student shall take a government issued picture identification card, such as a driver's license or high school picture identification, with them to the testing facility.

   e. The student may not drive him/herself to the testing facility. The instructor will arrange for transportation from the clinical or practical laboratory to the designated testing site through the HWPS. If the student is a dual credit student, the high school principal must be notified and written parental/legal guardian permission (obtained at the time of course enrollment) must be in place to send via a cab or parent/legal guardian will transport within the acceptable time frame.
   f. CNM will pay for drug/alcohol screening whether the results are positive or negative. The student shall be informed of the test result. If the test result is positive, a student may request and pay for a retest of the collected urine specimen at the designated laboratory or another certified laboratory. Results of the test and contents of the Impaired Behavior Form shall remain confidential and may be released only to the Dean of HWPS and Dean of Students Office or the deans' designee and to those with a legitimate need to know. In the event of the screening of a high school student, the high school principal and parents/legal guardians will be notified.

7. Consequences:
   a. If the test results are negative the student will meet with the instructor and the director of the HWPS program within two working days, not including Saturday or Sunday, of the receipt of the test results. During this meeting with the instructor and the director the student will have an opportunity to present information regarding the matter. Behavioral issues that prompted the drug/alcohol screen will be discussed and a decision will be made whether disciplinary action will be taken. If disciplinary action is indicated, the matter will be referred to the Dean of Students Office. The outcome of the decision (whether or not disciplinary action is needed) will be sent to the Dean of HWPS.
   b. If the drug or alcohol screen is positive, the following actions will occur:
      - The student will be notified by the Director of the program, the Dean of HWPS, or identified designee of the results of the test and that they cannot return to the classroom, clinical, practical or laboratory setting until approved to do so by the Dean of Students Office.
      - All documentation will be sent to the Dean of Students Office for further action.
      - The student shall contact the Dean of Students Office by the next working day after being notified of the test results.
      - The student may request a retest of the split specimen at their own expense at another certified laboratory as described above.

c. If a student admits to being impaired by drugs or alcohol they will be removed from the clinical, practical or laboratory site and treated as for a positive drug screen. All documentation will be forwarded to the Dean of Students Office for further action.

d. If a student fails to report to the testing site within the time required or refuses to have a drug screen completed, such failure or refusal shall be treated as for a positive drug screen. All documentation will be forwarded to the Dean of Students Office for further action.

e. In the event that a disciplinary action includes suspension or dismissal from a HWPS program and/or CNM and the student thereafter requests and is allowed to return to any HWPS program, the following steps will be required prior to re-entry:
   - All CNM and HWPS requirements associated with the suspension or dismissal must be met.
   - The student must provide a clean drug and alcohol screen prior to re-entry.
   - The student must submit to random urine screens as long as the student remains enrolled in a clinical, practical or laboratory program within the HWPS. An outside agency will be used, such as the Monitored Treatment Program. A positive test will result in referral to the Dean of Students Office for further action, with a recommendation from the Dean of HWPS for permanent dismissal from the HWPS.

f. Students testing positive for drugs and/or alcohol will be strongly advised to complete a Drug/Alcohol Rehabilitation Program.

g. Conviction of a criminal drug statute while enrolled in a HWPS program will result in referral to the CNM Dean of Students Office for possible further action.

h. Consequences imposed on dual credit students by this Policy may be in addition to and not in lieu of consequences imposed by policies in effect in the public school district in which the student is also enrolled.

GUIDELINES FOR INSTRUCTOR/PRECEPTOR

If an instructor or preceptor reasonably suspects a student is under the influence of a substance that impairs or could impair clinical judgment, they should follow these steps:

INSTRUCTOR:

1. The instructor shall remove the student from the clinical, practical and/or laboratory setting without delay. The instructor shall give the student an opportunity to explain his/her behavior. If instructor reasonably suspects impairment, the instructor shall send the student for a drug screen, and the student will not be allowed to return to the classroom, clinical, practical or laboratory setting until the Director of the program, the Dean of HWPS, the Dean of Students or identified designees deems it appropriate.

2. The instructor shall document the behavior observed on the Impaired Behavior Form. The category marked "other" can include any type of inappropriate behavior not otherwise listed that reasonably suggests that the student is under the influence of a substance that impairs or could impair judgment in the particular clinical, practical or laboratory setting.

3. The Impaired Behavior Form shall be fully completed even if the student:
   a. refuses or is unable to sign the document (in which case the instructor/preceptor should note the reason (s).)
   b. admits to being under the influence of a specific substance (in which case the student shall sign the statement)

4. The instructor shall document on the form any witnesses to the behavior and the actions taken. Where possible, the instructor will have a witness verify the observations and sign the form.

5. The instructor shall complete the Drug Screening Referral Form and retain a copy and send the original form with the student for testing without delay. The student shall be advised as follows:
   a. Take a government issued picture identification card, such as a driver's license or school issued picture identification card, with them to the testing facility.
   b. They may not drive themselves. The instructor will arrange for two-way transportation from the clinical or practical laboratory to the drug-testing site through the HWPS. The instructor should contact the HWPS office for the purchase order number and phone number of an approved taxicab company to transport the student. Alternatively, the student may arrange for someone else to give him/her a ride to the testing facility, to arrive within one hour of the time the Drug Screening Referral Form is completed.
   c. A split specimen shall be requested and the student shall have an opportunity to request and pay for a retest of the collected specimen.
   d. The student must report to the testing facility within one hour of being sent for a drug screen.

6. The student shall provide the instructor with the student's current phone number.

7. The instructor shall notify the director of the classroom/clinical/practical/laboratory program in which The student is enrolled and the Dean of HWPS (in person, via pager, or telephone; detailed messages should not be left on voice mail) of the action taken as soon as practical, and shall provide the completed Impaired Behavior Form and a copy of the Drug Screening Referral Form to the director and the Dean of HWPS.

PRECEPTOR:

1. A preceptor shall remove the student from the clinical, practical or laboratory setting without delay and inform them that they are being sent for a drug screen. They will be told that they will not be allowed to return to the clinical, practical or laboratory setting until the Dean of HWPS deems it appropriate.

2. The preceptor should then immediately contact the CNM instructor with whom he/she is working to report this action and any explanation provided by the student. If the instructor is available on site the instructor may take over. If the instructor is unavailable, the preceptor shall proceed with the process for instructors, above.

CNM SCHOOL OF HEALTH, WELLNESS, & PUBLIC SAFETY (HWPS)
SUSPECTED IMPAIRMENT FORM

_____ (date & time) at _____ (place)

_____ (student) _____ (course #)

This student was removed from the clinical, practical or laboratory setting, based on the factors indicated below. This student may not return to the clinical laboratory or classroom until they meet with the director of the program and the Dean of HWPS and/or Dean of Students Office.

- ❑ Unsteady gait
- ❑ Blood shot eyes
- ❑ Unusual sleepiness or drowsiness
- ❑ Unusually disheveled appearance
- ❑ Slurred speech *or* in a different pattern from the student's usual pattern
- ❑ Aggressive tone (describe)_____
- ❑ Physical aggression (describe)_____
- ❑ Odor of alcohol or marijuana (Circle)
- ❑ Residual odor peculiar to some chemical or controlled substance (Describe)_____
- ❑ Unexplained and/or frequent absenteeism during a scheduled class or clinical laboratory session
- ❑ Personality changes or disorientation
- ❑ Discovery or presence of drugs/drug paraphernalia and/or alcohol in a student's possession (Circle)
- ❑ Repeated failure to follow instructions or operating procedures
- ❑ Violation of safety policies of the clinical, practical or laboratory facility or CNM
- ❑ Involvement in an accident or a near accident
- ❑ Marked decrease in manual dexterity and/or coordination in body movement
- ❑ Theft or absence of narcotics from the student's clinical or practical site
- ❑ Other behaviors _____

❑ Other comments (Include length of time observed, distance from student, and how student responded when confronted):

_____

_____

_____

_____

_____

The following witness (es) also observed the behavior(s) noted (Please print and sign name):

_____

_____ A preceptor, the time of notification and name of the instructor_____

CNM SCHOOL OF HEALTH, WELLNESS, & PUBLIC SAFETY (HWPS)
SUSPECTED IMPAIRMENT FORM

THE ACTIONS TAKEN WERE: (Choose one of the following and initial):

I. _____ sent for a drug/alcohol test at _____ (Time).

- The student may not return to the clinical, practical or laboratory setting until results are known and approved to do so.
- The student must take a government or school issued picture identification to the drug testing site.
- The student may arrange for transportation to the drug testing site. They may not drive themselves. If they cannot arrange transportation, CNM will provide a one-way trip from the clinical, practical or laboratory site to the drug testing site. Transportation provided by:

  _____
- The student must arrange for transportation from the drug testing site.
- The student has a maximum of one hour to report to the drug testing site from the time at which the Drug Screening Referral Form is completed.
- A split specimen may be collected in the event the student will want another lab to test the specimen.

II. _____The student admits to being impaired by _____ and shall be treated as having a positive drug/alcohol test (Student MUST sign this form).

III. _____The student refused to go for a drug/alcohol test as described and shall be treated as having a positive drug/alcohol test.

A positive drug or alcohol test will result in immediate referral to the Dean of Students Office for disciplinary action. Self-admission of drug or alcohol impairment or refusal to go for a test will also result in immediate referral to the Dean of Students Office. All information is to be kept confidential.

_____	_____		
Instructor/Preceptor Print name	Signature	Date	Time
_____	_____		
Student Print name	Signature	Date	Time
_____	_____		
Witness if student refuses to sign. Print name	Signature	Date	Time

If student would/could not sign, please indicate reason or reasons given:

_____

Notification to _____ occurred on _____ (time & day).
Director, Dean, or Dean Designee

(Copies of this form shall be given to: student, Dean of HWPS, Program Director, instructor, student file)

(Revised 11/12/03; 8/2010)

DRUG SCREENING REFERRAL FORM

TO: CONCENTRA:

Commons	Encino	North Pointe
3811 Commons Ave NE	801 Encino Pl E-1	5700 Harper NE Ste. 110
Albuquerque, NM 87109	Alb, NM 87102	Albuquerque, NM 87109
(505) 244-3804	(505) 842-5151	(505) 823-9166

Outside Albuquerque: _____

After hours in Albuquerque: _____

FROM:

_____ (name of student) is to obtain a **10+alcohol forensic urine drug screen** with a **split specimen** and **proper chain of custody**. In addition, the student is to have a **breath analyzer test for alcohol**. Results of both tests are to be clearly marked "CONFIDENTIAL" and sent in a sealed envelope clearly marked "CONFIDENTIAL" to Nichole Rogers the External Compliance Coordinator for HWPS, at the above address.

I, _____ (Printed student name) give permission for Concentra to release the results of this drug screen to the External Compliance Coordinator and/or the person named below at CNM.

Immediate results will be called to _____ at _____.
Director of Program/Designee Phone number

_____ _____
Student's signature Date

_____ _____ _____
PRINT CNM representative/Preceptor Signature Date

(Revised 11/12/03; 8/2010)

EXHIBIT B
CENTRAL NEW MEXICO COMMUNITY COLLEGE
THE SCHOOL OF HEALTH, WELLNESS, & PUBLIC SAFETY

Confidentiality Agreement

Any individual requiring access to patient, or business information at any clinical site must sign this agreement in order to receive access. This includes access to written as well as electronically stored information. The terms of this agreement apply to oral, written and electronic information. Violations of the terms of this agreement are grounds for immediate legal and/or disciplinary action. This agreement supersedes all prior agreements related to confidentiality or proprietary information. **Please read the terms of this agreement carefully.**

I agree to and understand the following conditions:

1) I will not disclose, release, or discuss any patient information, including clinical information of any kind, such as treatment protocols, medical conditions, financial/social information or patient demographic information, for any purpose except to complete duties assigned. I understand that this includes *all* patients--even ones that I may know personally. In addition, I understand that state and federal law also require me to keep all patient information confidential.
2) I will not disclose, release, or discuss business (e.g., financial, legal, operational, marketing) or employee information with any third party without first receiving written authorization from an appropriate clinical site manager who has authority to grant such authorization.
3) I will not seek information about patients, employees, or business operations *for my own personal use* by accessing electronic or written records or through oral communications. I understand that my access to such information is strictly limited to only ~~to~~ that information that I need to know in order to carry out duties assigned.
4) I will not transmit confidential information about patients, employees, or business operations via unsecured networks. I understand that this includes sending unencrypted clinical information on the Internet and the utilization of unsecured cellular phone networks.
5) I will not at any time, share or disclose USERNAMES, PASSWORDS, or other authorizations that I use to access information. I understand that this includes posting or writing this information where other individuals can view it. I accept responsibility for all activities undertaken using my access codes or other authorizations.
6) I will not attempt to gain unauthorized access to computer hardware/software/firmware that is owned by owned by any clinical site or disclose procedures (in whole or in part) to others so that they might do so.
7) I will take reasonable care to prevent the unauthorized use, disclosure, or availability of confidential and/or proprietary information including through unattended screen displays and/or unsecured written documents. I understand that business and employee information is confidential and proprietary and should not be made available to persons or entities outside of the clinical site. I further agree, upon the conclusion of my clinical rotation, to return all business, patient information in my possession or control to my clinical preceptor/instructor.
8) I acknowledge that the clinical site retains the right to monitor and/or review my access to information at any time for evidence of tampering or misuse, and may, at its own discretion, suspend or terminate my access privileges pending administrative review.
9) I will immediately report any violations of these rules that I know of or suspect to the appropriate authorities.
10) The rules of confidentiality and ethical behavior at the clinical site are available to me for review. I agree to follow these rules and behave in a professional, ethical manner at all times. I understand that misconduct and/or breaches of confidentiality will be grounds for legal and/or disciplinary action.

_____ _____

Student Signature Individual's Full Name (Printed)

_____

Date

EXHIBIT C
Performance Expectations

1. General
   a. School's faculty and students must comply with Training Site's student and employee policies in addition to the appropriate regulatory agencies for their profession.

   b. School's faculty and students MUST OBTAIN VERBAL CONSENT from the patient and/or the patient's family to provide care or observe procedures, surgeries, etc.

   c. School's faculty and students must comply with Training Site's policies regarding confidentiality.
      1) School's faculty and students WILL NOT photocopy or otherwise reproduce any portion of the medical record for personal use.

      2) Photocopy and facsimile machines are intended for use by Training Site's employees and staff in the execution of their jobs, and are not intended for personal use of School's faculty or students.

      3) School must have proof of a current Clinical Education Agreement BEFORE the student(s) begin their clinical rotations within Training Site.

   d. Representatives of the School may schedule meetings with the Director, Manager or Preceptor to discuss and evaluate the student program.

   e. Training Site acknowledges that some Schools request students to participate in independent clinical rotations.
      1) School MUST arrange student preceptorship with the Director, Manager, or Preceptor of the precepting unit/area before the student arrives on the unit/area.

      2) No student will work on a unit/area without the approval of the Director, Manager or Preceptor and an identified preceptor who can be present on the unit.

   f. Training Site WILL NOT ASSUME responsibility for medical bills if a student or faculty member is injured or exposed to a health hazard while on clinical rotation.
      1) Training Site will assume financial responsibility for testing of a patient if there is a suspected exposure, to a student or faculty member, to a communicable disease has occurred. The test results will be reported to the student, faculty, the School and the patient.

      2) Students and faculty members are financially responsible for testing and/or medical treatment they receive at Training Site while on clinical rotation.

2. Supporting Documentation
   a. At the time any student(s) is/are assigned to Training Site, School will have the following documentation available for review by Training Site upon request:
      1) Verification and documentation that each faculty member, including the Preceptor and student have:
         a) Current CPR course completion (if applicable); and,
         b) Immunity for rubella and rubeola; and,
         c) Negative TB test within the last 24 months; and,
         d) Hepatitis B vaccination series, if given (Hepatitis B series is highly recommended).

   b. School will have available documentation that each faculty member including the Preceptor and student have had basic safety training which may include the following:
      1) Safety (Fire, Electrical, Security, Hazmat, Emergency Preparedness, Equipment, Utility Systems); and,
      2) Tuberculosis (TB) precautions; and,
      3) Ergonomic Safety; and,
      4) Infection Control/Universal Precautions, and
      5) OSHA Blood borne Pathogens (IDS & Hepatitis B)
   c. School will have available documentation for each faculty member regarding:

1) Current licensure or certification in the State of New Mexico by the appropriate licensing board; and,
2) Appropriate qualifications for their positions as a faculty member; and,
3) A list of faculty members including full name, professional title, and telephone numbers.

3. Orientation
   a. Clinical Students and Faculty Involved In Direct Patient Care
      1) The Director/Manager of the Division the students will be doing clinical in or rotating through, will arrange for the orientation of student instructors/faculty.

      2) The Division Director/Manager will orient instructors/faculty to the physical layout of the unit/area, patient care routines, and documentations forms.

      3) New student instructors/faculty MUST be oriented to the unit/area on which they will have students PRIOR to assuming full accountability for student clinical rotation.

      4) The student instructor/faculty will orient students to the organization and the clinical unit/area.
         a) The faculty will orient students on their first day of clinical rotation, before they report to their assigned units, and provide the Director, Manager or designee with a work schedule for each student on the unit/area.
         b) A complete list of students with their names and home phone numbers must be presented to the Charge Nurse and/or preceptor on the first day of a clinical rotation.

   b. Observational Preceptorship Programs
      1) The Training Site preceptor will provide an orientation for students and/or faculty appropriate to the site or Divisions involved.

   c. Clinical Rotations (Only For Students And Faculty Involved in Direct Patient Care)
      1) Once a contract is completed, School will submit requests for clinical rotations to the appropriate Division Director/Manager and/or Preceptor who will be responsible for coordination of clinical rotation programs for students within their units/areas.

      2) If students are injured during their clinical rotation, School is responsible to ensure that the following occurrence reports are completed by the injured individual:
         a) Accident Report for a physical injury (can be obtained from the unit).
         b) Exposure Report for exposure to a health hazard (can be obtained from the unit),
            i. Needle punctures, scalpel cuts, etc.
            ii. Improper handling of specimens
            iii. Hazardous agents
            iv. Excessive radiation
         c) These reports are forwarded to the unit/area Director and then processed as per current policy.

   d. Faculty Guidelines (Only For Faculty Directly Supervising Students Involved In Direct Patient Care)
      1) The School will supply sufficient staff to insure the effective supervision of students and implementation of the Health, Wellness, & Public Safety program.

      2) School is responsible for the actions of students at all times.

      3) School faculty as well as staff will assist, encourage, and promote the learning process for students.

      4) School faculty, in collaboration with Training Site department Director/Manager, will make student assignments on the unit/area. Training Site STAFF WILL RETAIN ULTIMATE RESPONSIBILITY FOR ALL PATIENTS ASSIGNED TO STUDENTS.

      5) School faculty and students are encouraged to attend unit/area report, when appropriate, to obtain current patient status information and to identify student learning opportunities.

e. Student Guidelines

1) Training Site staff may interrupt or stop students from performing procedures which may be detrimental to the patient or when the patient refuses to allow a student to perform the procedure.

2) School students will report to work at the designated time and receive a report on their assignment.

3) Students must contact the appropriate faculty member, Preceptor, or designee to report an illness and expected absence.

4) School students may independently perform ONLY those tasks or procedures for which they have been previously taught and have the knowledge and skills to perform competently.

5) A School faculty member or appropriate Training Site staff member, must be present when students are performing new tasks or procedures for which they have not been determined to be competent or for which they do not feel competent.
   a) When a physician is willing to be present and assume clinical responsibility, certain tasks maybe performed in accordance with the New Mexico Practice Act.

   b) These tasks cannot be performed until after formal education for the task is documented by the student in accordance with the New Mexico Medical Practice Act, NMSA 1978 Section 61-6-1.

6) Students may take verbal or telephone orders ONLY under direct supervision and with the validation of the appropriate School faculty or Training Site staff member.
   a) All student orders must be co-signed by the appropriate authority (faculty, preceptor, etc.).

7) Students may administer routine medications ONLY under the direct supervision of School faculty or authorized Training Site staff member and in accordance with rules and regulations of appropriate agencies.
   a) The student's knowledge of the medication should be verbally assessed concerning:
      i. Actions
      ii. Adverse effects
      iii. Implications
      iv. Normal dosage
   b) Sterile water is considered a medication because it has undergone the approval process through the Food and Drug Administration.

8) Student nurses may administer IV push medications ONLY under the supervision of a Training Site staff or School faculty who have been IV certified.

9) Because students are not licensed personnel they may not:
   a) Have narcotic keys assigned to them. (They may use the keys to obtain medications for IM, oral, or subcutaneous administration under the direct supervision of their faculty or assigned staff nurse. They will return the keys promptly to the accountable/assigned Training Site licensed staff member.)
   b) Be placed in charge of a code or administration of code medications. (They should notify the nursing staff of a life-threatening situation and begin CPR.)

10) All entries made by a student on a patient chart or any medical record from must:
   a) Have prior approval and co-signature from School faculty or authorized Training Site staff member.
   b) Nursing students will sign their names on the chart followed by S.N. (student nurse) or SPN (student practical nurse), as appropriate.
      i. School Faculty or authorized Training Site staff will co-sign where the student has signed.
      ii. School faculty or authorized Training Site staff will cosign the student's assessment on the chart and record in the Nursing Progress Notes whether there is agreement or disagreement with the student's assessment.
   c) All other students will sign their names with the appropriate title as outlined by their regulatory agencies.

Santa Fe County Inquiry/Authorization Release

In connection with my participation in the clinical education component of the Central New Mexico Community College's curriculum, I understand and agree a background inquiry will be requested by Santa Fe County. Furthermore, I understand and agree that Santa Fe County will request information from various federal, state and other agencies including private and public sources which may maintain records concerning my past activities including information about criminal activity.

With my signature on this Release, I authorize Santa Fe County to conduct a criminal background check on me. I understand that the results of the background check may affect my participation in the clinical program involving the Santa Fe County Fire Department EMU.

Name: _____
(*Last, first, middle*)

Aliases: _____

Date of birth: _____

Place of birth: _____

Social security number: _____

Residence address: _____

_____

Driver's license number and state: _____

Clinical participant's signature: _____

Date of signature: _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/6/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Jackee Munoz
Poms & Associates Insurance Brokers, Inc. CA License #0814733 5700 Canoga Ave. #400 Woodland Hills CA 91367	PHONE (A/C, No, Ext): (800) 578-8802 FAX (A/C, No): (818) 449-9321 E-MAIL ADDRESS: jmunoz@pomsassoc.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
NMPSIA Member- Central New Mexico Community College 410 Old Taos Highway Santa Fe NM 87501	INSURER A: NMPSIA IS REINSURED BY:	
	INSURER B: Selective Ins. Co. of New York	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** Central New Mexico CC **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR			MOC NO. L0015	7/1/2012	7/1/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	$ $ SEE
B				RATO-007-2012	7/1/2012	7/1/2013	MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ ATTACHED $ FOR $ TORT $ LIMITS
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC							$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

NMPSIA'S SELF INSURED RETENTION IS $750,000 FOR LIABILITY. Evidence of Insurance as respects to Insured's liability arising out of Insured's students performing clinical studies at the Certificate Holder's facility.

CERTIFICATE HOLDER

Santa Fe County Fire Department
Attn: Captain Michael Mestas
102 Grant Avenue
Santa Fe, NM 87501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jackee Munoz/JACKEE

COMMENTS/REMARKS

SUMMARY OF NEW MEXICO TORT LIMITS (7/1/12-7/1/13)

- Comprehensive General Liability, Including Personal Injury
- Products/Completed Operations
- Errors & Omissions
- Owners Contractors Protective Liability
- Fire Legal Liability

Property Damage	$200,000* Each Occurrence
Medical Expense	$300,000* Each Occurrence
Bodily Injury (excluding Medical Expense)	$400,000* Any One Person
Maximum per Occurrence (Excluding Medical Expense)	$750,000* Each Occurrence

* The first $750,000 of each occurrence is self-insured by NMPSIA, subject to annual aggregate.