

Clinical Participation Agreement Between Santa Fe Community College and Santa Fe County

This Clinical Participation Agreement ("Agreement") is entered into this 11 day of August, 2026, between Santa Fe Community College ("SFCC"). 6401 Richards Ave. Santa Fe, New Mexico, 87508, and Santa Fe County ("County"), a political subdivision of the state of New Mexico.

WHEREAS, SFCC has Emergency Medical Students (EMS Students) that require practical clinical educational experience as part of their curriculum;

WHEREAS, the County is willing to assist SFCC by allowing SFCC EMS Students, to participate in the activities of the County Fire Department's Emergency Medical Unit;

WHEREAS, the participating SFCC students and SFCC faculty or designated representatives are volunteers who participate in the County's Emergency Medical Unit without compensation and solely to obtain clinical educational experience;

WHEREAS, the student participation in this clinical educational program benefits the County by providing needed training for County personnel and the SFCC students obtain practical clinical experience in their local community.

WHEREAS, the parties wish to enter into this Agreement to establish their responsibilities with regard to the SFCC's EMS Student participation in the County's Emergency Medical Unit.

1. SFCC's Responsibilities

- A. SFCC will provide a sufficient number of supervisory faculty to facilitate the EMS Student participation in the County Fire Department's Emergency Medical Unit (the "FD-EMU");
- B. SFCC will identify a faculty member(s) as a designated representative to administer SFCC's responsibilities related to the EMS Students' clinical experience. The designated representatives are as identified on Attachment A.
- C. SFCC's designated representatives shall:
 - 1) Plan assignments of clinical practice and other learning experiences according to their curriculum needs;
 - 2) Plan the application of theory to practice in cooperation with the FD-EMU in the assignment of students for care of selected patients;
 - 3) Direct students to comply with the policies and procedures of the FD-EMU, including all laws regarding patient privacy, standards for student health, proper attire, the

wearing of identification badges, and any other laws, regulations, requirements or ordinances of the FD-EMU;

- 4) Furnish the designated FD-EMU with a schedule of dates and hours for SFCC EMS Student clinical practices as well as a list of the names and telephone numbers of participating SFCC EMS students;
- 5) Meet with FD-EMU as necessary for discussions and evaluation of the EMS
- D. All Participating SFCC EMS Students will be current in Healthcare Provider level of CPR and trained in OSHA Blood borne Pathogens prior to assignment to the FD-EMU.
- E. All designated faculty and participating SFCC EMS Students will pass a criminal background check, including tests for use or abuse of illegal drugs, prescribed or un prescribed medications, prior to assignment to the FD-EMU.
- F. All designated faculty and participating SFCC EMS Students will obtain any necessary immunizations required by the FD-EMU.
- G. SFCC or the designated representatives shall ensure that participating EMS Students do not replace FD-EMU personnel or provide emergency medical services to patients outside the scope of practice of EMT-Intermediate as defined at 7.27.2.14 (Appendix A, subpart J) NMAC of the NMAC of the New Mexico Department of Health Regulations.
- H. SFCC has the right to suspend or terminate a student's participation in the FD-EMU if SFCC determines that a student's performance is unsatisfactory so as to result in possible danger to the EMS Student or patients, or the EMS Student's health is hazardous to patients, FD-EMU personnel, or others.

2. FD-EMU Responsibilities

- A. Provide advice on the FD-EMU and improvement for the SFCCs clinical program.
- B. Permit SFCC designated representatives and students to use the FD-EMU patient care facilities as part of the EMS Students' clinical experience and participation in the FD-EMU;
- C. Permit visitation of the FD-EMU by representatives of SFCC's approval and accreditation agencies;
- D. Ensure that EMS Students are supervised at all times;
- E. Meet with SFCC faculty or designated representative to discuss and evaluate EMS Student progress;
- F. Provide EMS Students and supervisory SFCC faculty:
 - 1) As permitted by the Health insurance Portability and Accountability Act of 1996 ("HIPAA"), allow limited access to FD-EMU medical records for educational purposes only, subject to any federal or state laws, rules or regulations regarding patient privacy and medical records;
 - 2) Access to the same daily meal sources available to the FD-EMU;
 - 3) Access and use of FD-EMU medical reference and procedures manuals.

- G. The FD-EMU is not responsible for grading the assignments given to EMS Students by the SFCC medical faculty or designated representative.
- H. The FD-EMU has the right to suspend or terminate an SFCC EMS Student's participation in the FD-EMU if a EMS Student is not in compliance with FD-EMU requirements, or whose participation is unprofessional or incompetent.

3. HIPAA Requirements

The parties shall comply with all requirements of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 132d ("HIPAA") and any current and future regulations promulgated there under, including without limitations the federal privacy regulations contained at 45 CFR Parts 160 and 164 ("Federal Privacy Regulations"), the Federal security standard contained at 45 CFR Part 142, and the federal standards for electronic transactions contained at 45 CFR Parts 160 and 162, all collectively referred to as "HIPAA Requirements." The parties agree not to use or further disclose any "Protected health information" as that term is defined at 42 U.S.C. § 1320d, other than as permitted by the HIPAA Requirements and the terms of this Agreement. The parties agree to make their internal practices, books and records relating to the use and disclosure of protected health information available to each other to the extent required for determining compliance with Federal Privacy Regulations. In addition, the parties agree to comply with any state laws and regulations that govern or pertain to the confidentiality privacy, security of, and electronic and transaction code sets pertaining to, information related to medical patients. SFCC will direct its faculty and the participating students to comply with the policies and procedures of the FD-EMU, including those governing the use and disclosure of individually identifiable health information under federal law, specifically 45 CFR Parts 160 and 164. Solely for the purpose of defining SFCC's and the students' roles in relation to the use and disclosure of the FD-EMU's Protected health information, as that term is defined at 45 CFR 106.103, SFCC's designated representatives and the participating students shall adhere to the same laws and requirements of the FD-EMU personnel and staff when engaged in activities pursuant to this Agreement. However, this provision shall not be construed in any way to create an employer-employee relationship between the SFCC designated representatives and the participating students.

4. License and Volunteer Participants

- A. Only enrolled SFCC EMS Students may participate in the FD-EMU. EMS Students will maintain their licensure throughout their participation in the FD-EMU.
- B. The SFCC designated representative(s) and participating SFCC EMS Students are volunteers and are not employees or agents of the County or the FD-EMU. Accordingly, the SFCC designated representatives and SFCC students shall not accrue leave, participate in retirement plans, insurance plans, or liability bonding, operate County vehicles, or participate in any other benefits afforded to County employees. The SFCC designated

representatives and SFCC EMS Students have no authority to bind, represent, or otherwise act on behalf of the County and must not purport to do so.

- C. Each participating designated representative and SFCC EMS Student who will ride with the County Fire Department's Emergency Medical Unit shall submit a signed Santa Fe County Fire Department Third Rider Liability Release form (see Attachment B).

5. Effective Date and Term

This Agreement will become effective as of the date of last signature by the parties and will have an initial term of 10 years, unless earlier terminated pursuant to Paragraph 6 of this Agreement.

6. Termination

Either party may terminate this Agreement upon no less than 60 days written notice to the other party of the intent to terminate.

7. Equal Opportunity Compliance

The parties agree to abide by all Federal, State, and local laws, ordinances, and rules and regulations pertaining to equal opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, the SFCC specifically agrees not to discriminate against any person with regard to participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity. The parties agree that failure to comply with this provision will constitute a material breach of this Agreement.

8. Insurance and Liability

- A. SFCC will provide general liability insurance in amounts required by the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1, as amended, that covers the SFCC faculty, the SFCC designated representatives and the SFCC EMS Students who participate in the FD-EMU. SFCC will provide a certificate evidencing such coverage prior to the commencement of the faculty and student participation.
- B. As between the parties, each party shall be responsible for claims or damages arising from personal injury or damage to persons or property to the extent the damage results from the negligence of the party, its employees or agents. SFCC will be liable for any negligence on the part of the participating SFCC designated representatives or SFCC EMS Students.

C. No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by the County or its public employees at common law or under the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1, et seq.

9. Compliance with Applicable Law: Choice of Law

- A. In performing their respective obligations, the parties shall comply with all applicable laws, County ordinances, and SFCC policies or regulations required by this Agreement.
- B. This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules. SFCC and the County agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be the District Court located in Santa Fe County.

10. Merger

This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter of this Agreement, and all such agreements, covenants and understandings have been merged into this Agreement. No prior or contemporaneous agreement, covenant or understandings, verbal or otherwise, of the parties or their agents will be valid or enforceable unless embodied in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date of last signature by the parties below.

SANTA FE COUNTY:



 Gregory S. Shaffer
 Santa Fe County Manager

8/7/2026

 Date

Approved as to form:

Roberta D. Joe for W.B.
 Walker Boyd
 Santa Fe County Attorney

8/6/2026

 Date

SANTA FE COMMUNITY COLLEGE:



 Purchasing

08/11/26

 Date

ATTACHMENT A

Ronel Sizer
Program Director/Clinical Coordinator
Emergency Medical Services Institute
Ronel.sizer@sfcc.edu
(505) 428-1076

ATTACHMENT B

Santa Fe County Fire Department Clinical Participation Agreement

Third Party Ride Along Release and Waiver of Liability

Name: _____

Phone Number: _____

Address: _____

Describe any allergies, disabilities:

In consideration of being permitted to be a passenger and Emergency Medical Unit student in a vehicle, Fire or other Santa Fe County Fire Department apparatus ("FD-EMU") belonging to Santa Fe County, or accompanying FD-EMU personnel in their duties and activities, I, _____, do hereby discharge and release Santa Fe County, Santa Fe County Fire Department, and its employees and agents, including volunteers, from damage, liability or any claim whatsoever which may arise because of personal injury or property damage which I may suffer in the course of or arising from my presence and/or participation in any FD-EMU vehicle, Fire or FD-EMU apparatus or my accompaniment of any member of the FD-EMU.

I understand that FD-EMU will be engaged in normal fire and emergency activities as part of this clinical educational program, which carries a high probability that I will be exposed to hazardous situations inherent in fire and FD-EMU work. I understand situations may arise that may result in my personal injury or death. I voluntarily acknowledge the foreseeable damages of riding with and/or accompanying FD-EMU personnel on any vehicle, Fire or FD-EMU apparatus, and accept the inherent risks. This release of liability and agreement given by me shall apply to any right action that might accrue to me, my heirs and my personal representatives.

In order to protect my own safety, the safety of Santa Fe County EMU personnel and the safety of my person on scene, If I ride a Santa Fe County FD-EMU vehicle, Fire or FD-EMU apparatus or if I accompany a member of the Santa Fe County FD-EMU on official duties, I certify, understand and agree to abide by the following:

_____ I will obey the orders and instructions given by the FD-EMU personnel to whom I am assigned.

_____ I understand and will abide by the Santa Fe County Fire Department's Ride Along Program Guidelines and the applicable terms and conditions of the Clinical Participation Agreement between the Santa Fe Community College and Santa Fe County.

_____ I will not leave the FD-EMU vehicle or apparatus unless I am specifically authorized to do so by the personnel to whom I am assigned.

_____ I have disclosed any allergies, medical conditions, disabilities or illness that might impair my ability to safely participate in this ride along program to the FD-EMU personnel that I have been assigned to.

Participant: _____
(print name)

(signature)

Date

Santa Fe County FD-EMU Assigned: _____
(print name)

(signature) Date

Approval of Santa Fe County Fire Department:

(print name and title)

(signature)

Date