



**Merced Community College District
Emergency Medical Services Programs
Clinical Affiliation Agreement**

Company

Start Date

End Date

This Emergency Medical Services (EMS) Clinical Affiliation Agreement ("Agreement") is between Merced Community College District ("District"), a California community college district and political subdivision of the State of California, and ("Company"). District and Company are also referred to collectively as the "Parties" and individually as "Party."

WHEREAS, District offers an approved healthcare education program leading to certification or licensure of its students as Emergency Medical Technicians and Paramedics which require clinical training experience; and

WHEREAS, Company is a provider of emergency medical services and has the ability to provide this clinical training experience; and

WHEREAS, it is essential for Students in healthcare education programs at District to acquire such clinical training experience during their learning process; and

WHEREAS, it is beneficial to Company to contribute to the education of a future supply of healthcare professionals;

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth, the Parties hereto do hereby agree as follows:

1. TERM. This Agreement shall commence on **and shall continue in full force and effect thereafter until and including** ("Term"), unless this Agreement is terminated during the Term pursuant to this Agreement.

2. TERMINATION.

A. Termination without Cause. Either Party may terminate this Agreement without cause by giving the other Party one full semester advance written notice. Students then enrolled in clinical training experience shall be entitled to complete the full semester prior to the termination of the Agreement.

B. Termination with Cause. Either Party may terminate this Agreement at any time for cause upon delivery of a written notice to the other Party if the other Party materially defaults in the performance of any provision of this Agreement and such default continues for a period of thirty (30) days after delivery of a written notice to the other Party stating the specific default.

3. GENERAL RESPONSIBILITIES OF DISTRICT.

A. Designation of Students. District shall designate students from those enrolled in its Emergency Medical Services ("EMS") Program for assignment to Company for clinical training experience ("Students"). District shall designate a District staff member to coordinate the Students' clinical training experience at the Company. Students must meet minimum requirements of EMS Program.

B. CPR Certification. District shall require current Cardiac Pulmonary Resuscitation ("CPR") certification of each EMS Student prior to beginning the clinical training experience. District shall advise the Students that they shall carry their CPR certification during the clinical training experience.

C. EMT Certification. District shall require current EMT certification of each Paramedic Student prior to the beginning of the clinical training experience. District shall advise the Students that they shall carry their EMT certification during their clinical training experience.

D. Uniforms and Identification. District shall require Students to wear the uniform requirements of the EMS Program, and the Company, if any. All Students shall be required to wear a photo ID nametag stating their name and institution and designating them as a Student.

E. Program Administration.

i. District shall provide administrative service for attendance and academic records, and the preparation of official reports for local, state and other supervisory groups.

ii. District shall prepare the necessary schedules, directives and memoranda relating particularly to the EMS Program for the Company.

- iii. District shall provide a list of eligible Students who will be assigned to Company for clinical training experiences during that semester. District shall notify Company, in advance, of any changes in assignment of Students for clinical training experience made during the semester.
- iv. District will provide Company with the current clinical goals and objectives for Students.

- E. Facility Policies and Procedures. District shall direct Students to comply with the policies and procedures of the Company, including, but not limited to adherence to the EMT or Paramedic scope of practice as required by the Department of Public Health County of Merced, attached hereto and made a part hereof as Exhibit A.
- F. Protection of Health Information. District shall direct Students regarding confidentiality of patient information and governing use and disclosure of individually identifiable health information under federal law, specifically, 45 C.F.R. parts 160 and 164 (pertaining to the "Health Insurance Portability and Accountability Act"). Solely for the purpose of defining Students' role in relation to the use and disclosure of Company's protected health information, Students are defined as members of Company's workforce, as that term is defined by 45 C.F.R. 160.103, when engaged in activities pursuant to this Agreement. However, Students are not and shall not be considered to be employees of Company.

4. GENERAL RESPONSIBILITIES OF COMPANY.

- A. Access to Clinical Training Experience. Company shall provide experience and clinical training opportunities of educational value in appropriate clinical settings for learning experiences for Students designated by District and as prescribed by District's objectives.
- B. Acceptance of Students. Company shall accept Students designated by District for clinical training experience assignments. Students assigned to Company for clinical training experiences are under the supervision, control, and responsibility of Company while participating in clinical training experience.
- C. Orientation.
 - i. Company shall provide District with copies of appropriate policies and procedures.
 - ii. Company shall instruct all Students regarding the confidentiality of all information obtained concerning any patient, event, or occurrence while participating in clinical training experience.
 - iii. Company shall provide an individual qualified to provide instructional guidance who shall coordinate the training programs, the use of visual aids, and Student orientation to the organization, including workplace safety issues and other information specific to clinical training experience.
- D. Staff. Company's staff shall participate in the educational learning process as a resource to Student. Company's staff will not be decreased because Students are participating in clinical training experience.
- E. Medical Resources. Company shall provide access to patient care reports for patients encountered during clinical training experience for use by Students as appropriate and as mutually defined by Company and District.
- F. Patient Responsibility. Company shall at all times retain the authority and responsibility for patient care and related duties when Students are participating in clinical training experience.
- G. Removal from Assignment or Clinical Training Experience. Company may at any time summarily dismiss Students from a clinical training experience for causes related to the quality of patient care, or conduct of Students while participating in clinical training experience. Company must contact District's EMS Programs Director in the event of a Student dismissal and Company must provide a report to District and Student detailing the reason(s) for the dismissal, which reasons shall not be those prohibited under Section 9.
- H. Emergency Medical Care. Company shall provide emergency medical treatment for those Students who are injured or exposed to air or blood borne pathogens while participating in clinical training experience. An incident report shall be prepared by Company in accordance with Section I, below.
- I. Incident Report. While participating in clinical training experience, in the event that a Student is involved in an incident involving the health or safety of any individual, Company agrees to prepare a written incident report and provide a copy of such incident report to District, District EMS Programs Director, as well as to the involved Student. In the event that an investigation of an incident involving a Student is conducted by Company, District shall be provided with a copy of the results of the investigation.
- J. Licenses and Permits. Company shall maintain all approvals, licenses and permits required by the State of California, county or any local governmental agency, necessary to provide clinical training experience provided herein.

5. DISTRICT AND COMPANY FURTHER AGREE.

- A. Rules. Designated Students shall be subject to the rules and regulations of District and Company.
- B. Waiver. Prior to participating in clinical training experiences, Company will instruct Students to read, understand, and sign Company's internal clinical training waiver, attached hereto and made a part hereof as Exhibit B.
- C. Schedule. The semester dates and the days and hours of clinical training experience assignments shall be mutually agreed upon by District and Company. Clinical training experience shall take place at specific dates, times and at the approved locations. Company shall have a list of names of all Students with their training schedule.
- D. Student Health Insurance. Individual health insurance coverage is a responsibility and at the discretion of Students.
- E. No Student Payment.
 - i. Students shall receive no salary or stipend for the clinical service they may give in the course of clinical training experience, with the exception of Students who may have received a scholarship.
 - ii. Company may not furnish any uniform or transportation for Students.
- F. Healthcare Standards. The standards of the healthcare programs shall be maintained by District and Company at a level equal to or exceeding the standards set forth by the appropriate State regulatory agencies.
- G. Privacy of Student Records. The Parties acknowledge that Student educational and medical records are protected by the Family Education Rights and Privacy Act ("FERPA") and California law, and that Student permission must be obtained before releasing Student records. District agrees to provide guidance to Company with respect to complying with FERPA and associated state laws.
- H. Compliance with Laws. Both Parties agree to comply with all local, state and federal laws and regulations.

6. INDEMNIFICATION.

- A. Indemnification by District. District agrees to indemnify, defend and hold harmless Company and each of its parents, affiliates, subsidiaries, authorized representatives, officers, directors, agents, volunteers and employees, against any and all claims, lawsuits, damages, liabilities, losses, fines, penalties, expenses, judgments, demands and costs, including reasonable attorney's fees, whether against District, Company or others, including those arising from injuries or death of persons and for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by District, save and except claims or litigation arising through the sole negligence or wrongdoing, or the sole willful misconduct of Company.
- B. Indemnification by Company. Company agrees to indemnify, defend and hold harmless District, District's Board of Trustees, and each of their parents, affiliates, subsidiaries, authorized representatives, officers, directors, agents, volunteers and employees, against any and all claims, lawsuits, damages, liabilities, losses, fines, penalties, expenses, judgments, demands and costs, including reasonable attorney's fees, whether against Company, District or others, including those arising from injuries or death of persons and for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by Company, save and except claims or litigation arising through the sole negligence or wrongdoing, or the sole willful misconduct of District.

7. INSURANCE.

- A. The Agency shall maintain during the term of this Agreement General Liability Insurance with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage. The insurance policy(ies) shall be endorsed to name Merced Community College District, its trustees, officers, agents, employees, and volunteers as additional insureds as their interest appear. Workers Compensation insurance within the statutory limits is required of employers.

8. DISPUTE RESOLUTION.

- A. In the event of any dispute arising under the terms of this Agreement, Company and District shall meet and confer within seventy-two (72) hours of the request of any Party with the objective of negotiating in good faith to resolve such dispute. If within seven (7) calendar days of this meeting, or such longer period as may be mutually agreed upon by the Parties, the dispute cannot be resolved by the Parties' mutual satisfaction, the Parties shall mutually select a mediator to facilitate the resolution of the dispute through mediation. The mediator shall conduct the proceedings as he or she deems appropriate to resolve the dispute. The fees and expenses of the mediator shall be divided equally between the Parties, provided that each Party shall be responsible for their own costs, including the costs of counsel, related to the mediation. Absent written agreement of the Parties to the contrary, the mediation process shall be completed or terminated within forty-five (45) days of the initial request for mediation.

9. NON-DISCRIMINATION.

- A. The Parties shall not discriminate on the basis of race, color, religion, nationality, national origin, ancestry, pregnancy, sex, genetic information, gender, gender identity, gender expression, ethnicity, age, medical condition, mental or physical disability, marital status, sexual orientation or military or Vietnam-era veteran status in its acceptance, assignment, treatment, evaluation or compensation of Students who participate in programs sponsored or arranged by District.
- B. Consistent with the requirements of Section 504 of the Rehabilitation Act, 29 U.S.C. § 794, and Title II of the American with Disabilities Act, 42 U.S.C. § 12132 (collectively the "Acts") the Parties recognize their obligation to disabled Students who can meet the essential eligibility requirements of ride-along experience with or without reasonable accommodation. While the Acts do not require Company to substantially modify or lower its standards to accommodate disabled Students, the issue of reasonable accommodation depends on the individual circumstances of each Student, and this determination requires a fact-specific, individualized analysis of the disabled individual's circumstances and the accommodations that might allow him or her to meet ride-along experience standards. The Parties agree to participate in the accommodation process as required by law.

10. GENERAL TERMS AND CONDITIONS.

- A. Trademark/Logo Use. Company must obtain written approval from District's Public Information Office ("PIO") to use District's name and/or logos in any advertisements, promotions, press releases or other media. In the event such permission is extended, PIO will furnish Company with camera-ready artwork for such use. District, at its sole discretion, may limit or otherwise place conditions on Company's use of District's name, and/or logos in which case such limitations shall be incorporated into this Agreement. Company shall not revise, change, or otherwise alter any material related to District's name and/or logo without written consent from District.
- B. Independent Contractor. The Parties expressly agree that this Agreement is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between or among District, Company, and/or Students, but rather as an agreement by and between independent contractors. Company shall not assume any liability under any employment law based on Students performing services, receiving education, or traveling pursuant to this Agreement. Students are volunteers at Company and are not employees of either Party during their ride- along experience. In accordance with applicable law, the District shall provide workers' compensation coverage during the course and scope of the Students' ride-along experience.
- C. Policies & Procedures and Rules & Regulations. Company will comply with District's policies, procedures, rules and regulations and applicable laws.
- D. Assignment. The obligation of Company pursuant to this Agreement shall not be assigned by Company without the express, written approval of District.
- E. Confidentiality. Subject to any state or federal laws requiring disclosure (e.g., the California Public Records Act), the Parties agree, during the term of this Agreement and for five (5) years after termination or expiration of Agreement, to hold each other's proprietary or confidential information in strict confidence, except for any information protected under confidentiality laws which shall be held in such confidence in perpetuity. Parties agree not to provide each other's proprietary or confidential information in any form to any third party or to use each other's proprietary or confidential information for any purpose other than the implementation of, and as specified in, this Agreement. Each Party agrees to take all reasonable steps to ensure that proprietary or confidential information of either Party is not disclosed or distributed by its employees, agents or consultants in violation of the provisions of this Agreement.
- F. Entire Agreement/Amendment. The Agreement documents consist of this Agreement, any exhibits attached to or referenced herein, and all amendments and/or modifications issued in writing, duly approved by District's Board of Trustees, and executed by the Parties after the release of this Agreement. Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (a) provisions set forth in this Agreement, (b) provisions set forth in any referenced attachments or exhibits to this Agreement attached or incorporated herein by reference.
- G. Successors and Assigns. This Agreement shall be binding upon and be to the benefit of the Parties and their respective successors and permitted assigns.
- H. Non-Waiver. The failure of District or Company to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

- I. Force Majeure. Neither Party shall be deemed in default or in violation of this Agreement if prevented from performing any obligation hereunder for any circumstance or reason beyond its control, including, without limitation, acts of God or of the public enemy, governmental restrictions or regulations, epidemics or pandemics, flood, storm, strikes, regulatory or legal delay or restraint. In this event, all or a portion of either Party's performance is rendered impossible, the Parties shall cooperate with each other and use their best efforts to remove the impediment or develop a substitute manner of performance.
- J. Notice. All notices or demands to be given under this Agreement by either Party to the other Party shall be in writing and given either by: (a) personal service, (b) electronic mail, or (b) by U.S. Mail, mailed either by certified or registered mail, return receipt requested, with postage prepaid. Service shall be considered given when received, if personally served, or, if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either Party may be changed by written notice given in accordance with the notice provisions of this Section. At the date of this Agreement:

District: **Merced Community College District**
 3600 M Street
 Merced, CA 95348
 Phone: (209) 384-6000

Company:

A Party may change its/his/her designated representative and/or address for the purpose of receiving notices and communications under this Agreement by notifying the other Party of the change in writing and in the manner described in this Section.

- K. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- L. Interpretation. In interpreting this Agreement, it shall be deemed to have been prepared by the Parties jointly, and no ambiguity shall be resolved against District on the premise that it or its attorneys were responsible for drafting this Agreement or any provision hereof. The captions or heading set forth in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any Sections or other provisions of this Agreement. Any reference in this Agreement to a Section, unless specified otherwise, shall be a reference to a Section of this Agreement.
- M. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Merced, California.
- N. Authority to Execute. The individual(s) executing this Agreement on behalf of Company is/are duly and fully authorized to execute this Agreement on behalf of Company and to bind Company to each and every term, condition and covenant of this Agreement.
- O. Approval by District's Board of Trustees. Pursuant to Education Code Section 81655, this Agreement is not valid and does not constitute an enforceable obligation against District unless and until District's Board of Trustees has approved or ratified this Agreement as evidenced by a motion duly passed and adopted by the Board of Trustees.
- P. Time is of the Essence. Time is of the essence with respect to all provisions of this Agreement.

IN WITNESS WHEREOF, Parties hereby agree.

Company

MERCED COMMUNITY COLLEGE DISTRICT

BY:

BY:

Print
Name

Print
Name

Joe Allison

Print
Title

Print
Title

Vice President of Administrative Services

Date

Date