

AFFILIATION AGREEMENT

For Clinical Education (EMT/Paramedic/Fire and Rescue)

Education Affiliation Agreement for Placement of Institution Students in a Clinical Experience at

This Agreement is made between the Board of Regents of the Nevada System of Higher Education on behalf of Truckee Meadows Community College, 7000 Dandini Blvd. SIER 202d, Reno, Nevada, 89512, hereinafter referred to as "Institution"

and _____, physically located at

_____ hereinafter referred to as "Facility."

RECITALS

- A. Check one:
- Facility is the operator of a Fire Protection District (Fire & Rescue)
 - Facility is an Advanced Life Support Ambulance Provider (EMT)
- B. Facility has the capability to provide a site for EMT, Paramedic, Fire and Rescue teaching and practical experience; and,
- C. Facility has made it a professional responsibility to assist in the educational experience of students by providing a clinical program; and,
- D. Institution is currently conducting EMT, Paramedic, Fire and Rescue programs for which it desires to obtain the assistance of Facility to further the training and experience Institution's students can receive toward their educational objectives; and,

TERMS

In consideration of the mutual promises and conditions contained in this Agreement, Institution and Facility agree as follows:

1.0 Purpose, Term, and General Policy of the Affiliation

- 1.1 Institution and Facility agree to affiliate and cooperate for their mutual benefit in order to provide a high standard of services to the public and to provide research and training programs for students, as well as greater service than would be possible without affiliating, through this Clinical Program. Each party may continue to provide professional or Facility services outside of this affiliation,

- 1.1.1 This agreement terminates any and all prior agreements between the Facility and Institution in existence at this time regarding the training of Institution's students for any purpose. This agreement is the sole agreement governing the placement of any of Institution's students with Facility.
- 1.2 This Agreement is for a term of ____ (years) beginning on ____/____/____ and may be renewed by mutual written consent of the parties with limited renewal terms of 1 to 4 years. Under no circumstances shall the term of this contract exceed 5 years.
- 1.3 Facility seeks to achieve the following goals with this Agreement:
 - 1.3.1 To improve the quality of care while providing an environment conducive to education;
 - 1.3.2 To establish an affiliate clinical program consistent with the values and needs of Facility.
- 1.4 Institution seeks to achieve the following goals with this Agreement:
 - 1.4.1 To provide its students with the necessary clinical experience to prepare them for EMT, Paramedic, Fire and Rescue careers;
 - 1.4.2 To provide its students and faculty with the opportunity to stay current in the EMT, Paramedic, Fire and Rescue field; and
 - 1.4.3 To enhance and maintain strong ties to local Facility.
- 1.5 Neither party intends for this Agreement to alter in any way their respective legal rights or their legal obligations to one another, the students and faculty assigned to Facility, or to any third party.
- 1.6 Facility retains final responsibility for all aspects of patient care and assumes the responsibility to perform procedures that a student has not performed if the faculty cannot assume the responsibility.
 - 1.6.1 Institution faculty members may provide supervision and observation to students placed under this agreement, including ride alongs. During such supervision and observation, Facility may permit Institution faculty members to provide such patient services at Facility as deemed necessary by Facility for teaching purposes.
- 1.7 Both parties and their employees shall conduct themselves in compliance with all applicable federal, state, and local laws, rules, and regulations and in compliance with the standards, rulings, and regulations as well as their own respective institutional rules and regulations.

2.0 Annual Operating Plan

- 2.1 The parties agree that each year they shall set forth a written operating plan which shall include:
 - 2.1.1 The names and a table of organization showing all Institution and Facility physicians and employees who are participating in this Clinical Program;
 - 2.1.2 The duties of all persons providing services for the Clinical Program listed in section 2.1.1;
 - 2.1.3 A description of all resources of Facility to be utilized by Institution;
 - 2.1.4 A description of all resources of Institution to be utilized by Facility;
 - 2.1.5 A list of the reports and records which the parties determine must be prepared for the Clinical Program;

- 2.1.6 Description of the quality assurance program to be followed by Institution and Facility;
- 2.1.7 The clinical education programs to be provided and the starting and ending dates for each program;
- 2.1.8 The number, names, clinical assignment opportunities, and clinical assignment schedule for the students;
- 2.1.9 The name of the individual for each party who shall have authority to act for and on behalf of each party in all matters relevant to this Affiliation Agreement.

3.0 Curriculum

- 3.1 It shall be Institution's responsibility to:
 - 3.1.1 Establish and maintain for this clinical placement, curriculum standards and educational policies that meet Institution standards and applicable licensing and accreditation requirements.
 - 3.1.2 Administer, organize, and operate the overall clinical placement educational program;
 - 3.1.3 Provide course outlines to Facility that include objectives, goals, and classes for each course providing clinical experience;
 - 3.1.4 Provide Facility with a copy of the Student Handbook, if any that sets forth the rules governing student behavior.
- 3.2 It shall be Facility's responsibility to:
 - 3.2.1 Allow faculty and students to select and arrange Facility learning experiences that meet clinical objectives;
 - 3.2.2 Orient Facility staff to the curriculum and encourage an atmosphere conducive to learning;
 - 3.2.3 Provide Institution faculty with written policies, procedures, standards of care and protocols of Facility, which Institution acknowledges shall govern Institution students and faculty involved in the clinical program;
 - 3.2.4 Maintain its operating license and accreditation by the applicable entities.

4.0 Program Coordination

- 4.1 Institution and Facility agree to work together to establish and maintain a quality Clinical Program. Facility agrees to take an active role in suggesting or establishing education policy, curriculum, and course content.
- 4.2 Institution shall provide a faculty member, who will serve as liaison with Facility personnel,
- 4.3 Institution and Facility agree to provide representatives to form a Liaison Committee to meet regularly to fashion, discuss, evaluate, and make recommendations to revise the Clinical Program experience at Facility. Institution agrees upon request to provide representatives from Institution faculty to serve on Facility committee(s) relevant to the Clinical Program.

4.3.1 Institution representatives on the Liaison Committee shall be:

_____, or his /her designee.

4.3.2 Facility's representatives on the Liaison Committee shall be:

_____, or his /her designee.

4.4 Institution and Facility agree to cooperate in planning hours of practice and selecting areas of clinical services so that all programs can benefit.

4.5 Neither party, nor any joint committee, shall have the power to obligate Institution or Facility resources, or commit either to any particular action.

5.0 Clinical Faculty and Staff

5.1 It shall be the responsibility of Institution to:

5.1.1 Employ and assign to this Clinical Program only those employees who are State-licensed;

5.1.2 Employ for this Clinical Program only administrative and instructional staff who meets the applicable qualifications;

5.1.3 Discipline, terminate, reassign, and reinstate such personnel in its reasonable discretion;

5.1.4 Provide Facility with a faculty responsibility description;

5.1.5 Assign to the Clinical Program only faculty who agree to follow Facility rules and regulations even though they are not Facility employees;

5.1.6 Define a faculty dress code that meets the approval of Facility;

5.1.7 Provide representatives from Institution's faculty to serve on Facility committee(s) at the request of Facility;

5.1.8 Provide evidence of appropriate specialty certification for each of its provided faculty members.

5.2 It shall be the responsibility of Facility to:

5.2.1 Provide Institution faculty with written policies, procedures, standards of care and protocols of Facility;

5.2.2 Employ medical, administrative, and direct patient care staff who are currently licensed to practice in their discipline in the State and who are qualified either through experience and/or academically to uphold and demonstrate standards of their discipline and care as established by Facility;

5.2.3 Provide staff to assist students with clinical assignments.

6.0 Student Records and Student Participation in the Facility Clinical Program

6.1 Institution shall provide and maintain the applicable records and reports required by the Facility for conducting the Clinical Program.

6.2 Facility agrees to complete evaluations and student records developed by Institution concerning student participation and performance in the Clinical Program.

- 6.3 The parties acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act ("FERPA"), and that student permission must be obtained before releasing specific student data to anyone other than Institution. Institution agrees to provide guidance to Facility with respect to complying with FERPA.
- 6.4 It shall be Institution's responsibility to:
- 6.4.1 Send to Facility for clinical experience only those students who have met all Institution requirements and qualifications and who agree to follow Facility rules and regulations;
 - 6.4.2 Submit to Facility, before the Clinical Program is to begin, the names of the affiliating students, the dates and the assigned areas, and update that into the final registration list after Institution's add/drop registration period ends;
 - 6.4.3 Ensure that students attend a Facility orientation session during the first month of clinical experience at Facility;
 - 6.4.4 Notify students of their assignments with Facility;
 - 6.4.5 Provide Facility, Institution faculty, and the students with a copy of the written Institution rules and responsibilities that apply to the student in the Clinical Program;
 - 6.4.6 Define the mechanisms for students reporting on- and off-duty;
 - 6.4.7 Define and help enforce student dress codes that meet the approval of Facility;
 - 6.4.8 Provide Facility with documentation that the students have successfully completed the following prerequisites, tests, and training deemed necessary for placement in the Clinical Program:
 - 6.4.9 Upon request and in compliance with FERPA, provide responsible Facility officials with such student records as will adequately disclose the prior education and related experiences of prospective student participants.
- 6.5 It shall be Facility's responsibility to:
- 6.5.1 Advise Institution of the number of students who can be accommodated at Facility;
 - 6.5.2 Provide orientations to acquaint students with Facility facilities, policies, procedures, Facility faculty and staff, and the needs of individuals and/or groups with whom the students will be working;
 - 6.5.3 Provide written evaluations to students during the academic term and after the conclusion of the academic term;
 - 6.5.4 Provide emergency treatment in the event of accident or illness to students while in Facility for the Clinical Program, such care to be provided at the students' expense;
 - 6.5.5 Maintain administrative and professional supervision of students insofar as their presence and program assignments affect the operations of the facility and its care, direct and indirect of patients.

- 6.6 Institution and Facility agree:
- 6.6.1 That any student who becomes injured or ill shall receive medical diagnosis and attention;
 - 6.6.2 That any Student who does not meet the health criteria established by Facility cannot be assigned to Facility. Facility has the right, at any time, to request health status reports on students;
 - 6.6.3 That neither the Institution nor Facility will be responsible for the ultimate performance of students at Facility.
- 6.7 Student participation in Clinical Program shall be for 1 to 2 academic terms.
- 6.8 The students shall not be compensated for their participation in the Clinical Program.

7.0 Clinical Facilities

- 7.1 The Facility agrees to provide:
- 7.1.1 Adequate facilities for the Clinical Program;
 - 7.1.2 Space for reference materials for students;
 - 7.1.3 With its best efforts, conference rooms, classrooms, dressing rooms, and locker space for students and Institution faculty involved in the Clinical Program.

8.0 Relationship Between the Parties

- 8.1 Institution and its employees (physician and non-physician) shall not be employees of Facility, and shall not hold themselves out as employees of Facility. Nothing in this Agreement is intended or shall it be construed to create a joint venture relationship, a lease, or a landlord/tenant relationship.
- 8.2 Employees of Facility shall not be considered and shall not hold themselves out to be employees of Institution.
- 8.3 Each party shall be solely liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security, and other taxes or benefits on behalf of its employees.
- 8.4 Neither party shall engage in direct purchasing or otherwise contract any liability on behalf of, or charge the credit of, the other.
- 8.5 Should the Internal Revenue Service or any other governmental agency question or challenge the independent contractor status of Institution, Facility, or its employees, both Facility and Institution, upon receipt by either of them of notice, shall promptly notify the other party and afford the other party the opportunity to participate in any government agency discussion or negotiations irrespective of whom or by whom such discussions or negotiations are initiated.
- 8.6 Facility shall supervise, retain and exercise the final authority in the appointments, reappointments, revocations, amendments to, and suspensions of practicing privileges and of membership on Facility staff.
- 8.7 Institution shall retain and exercise the final authority in the appointments, reappointments, revocations, amendments to, and suspensions of its faculty/employees, in accordance with Institution policies and procedures.

9.0 Insurance

9.1 Facility shall, at Facility's sole expense, procure, maintain, and keep in force for the duration of this Agreement the following insurance conforming to the minimum requirements specified below. Unless specifically noted herein or otherwise agreed to by Institution, the required insurance shall be in effect prior to the commencement of work by Facility and shall continue in force as appropriate until the latter of:

9.1.1 Final acceptance by Institution of the completion of this Agreement; or

9.1.2 Such time as the insurance is no longer required by Institution under the terms of this Agreement.

9.2 Any insurance or self-insurance available to Institution shall be excess of and non-contributing with any insurance required by Facility. Facility's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by Institution, Facility shall provide Institution with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Agreement, an insurer or surety shall fail to comply with the requirements of this Agreement, as soon as Facility has knowledge of any such failure, Facility shall immediately notify Institution and immediately replace such insurance or bond with insurance or bond meeting the Agreement's requirements.

9.2.1 Workers' Compensation and Employers Liability Insurance

Facility shall provide proof of workers' compensation insurance as required by NRS 616B.627 or proof that compliance with the provisions of Nevada Revised Statutes, Chapters 616A-D and all other related chapters is not required. If work occurs outside of the State of Nevada, by employees who do not live and work in Nevada, proof of the applicable statutory state's workers' compensation insurance must be provided.

Employer's Liability

a. Minimum limits required:

\$100,000 per Accident or Disease

9.2.2 Commercial General Liability Insurance

a. Minimum limits required:

\$2,000,000 General Aggregate

\$1,000,000 Products & Completed Operations Aggregate

\$1,000,000 Personal and Advertising Injury

\$1,000,000 Each Occurrence to include bodily injury and property damage.

b. Coverage shall be on an occurrence basis and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, and liability assumed under contract.

9.2.3 Business Automobile Liability Insurance

- a. Minimum limit required: \$5,000,000 combined single limit per occurrence for bodily injury and property damage.
- b. Coverage shall include owned, non-owned, and hired vehicles.

9.2.4 Professional Liability/Errors & Omissions Insurance

- a. Minimum limit required:

\$1,000,000 per Claim.

\$3,000,000 Annual Aggregate.
- b. Retroactive date: Prior to commencement of the performance of this Agreement.
- c. Discovery period: Three (3) years after termination of Agreement.

9.2.5 Umbrella or Excess Liability Insurance

- a. May be used to achieve the above minimum liability limits.
- b. Shall be endorsed to state it is "As Broad as Primary Policies."

9.2.6 General Requirements

- a. Deductibles and Self-insured Retentions: Insurance maintained by Facility shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by Institution. Such approval shall not relieve Facility from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$100,000.00 per occurrence, unless otherwise approved by NSHE or the Institution's Risk Manager.
- b. Approved Insurer: Each insurance policy shall be:
 - i) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and
 - ii) Currently rated by AM. Best as not less than A-.

9.3 Institution shall maintain, at its own cost and expense, professional liability insurance covering Institution as an entity and each of its provided physicians/employees and students against professional liability (malpractice) claims, in the minimum amount of one million dollars (\$1,000,000.00) per incident and three million dollars (\$3,000,000.00) aggregate. Evidence of such insurance shall be provided to Facility upon request. This provision shall in no way be considered a waiver of Institution's right to raise the defense of sovereign immunity under NRS 41.0305 to NRS 41.039, which right Institution specifically reserves.

9.4 Institution shall carry Workers Compensation and Employers Liability Insurance as required by NRS 616B.627 or provide proof that compliance with the provisions of Nevada Revised Statutes, Chapters 616A-D and all other related chapters, is not required.

9.5 Institution shall maintain self-insurance to cover the Institution's liability under NRS Chapter 41. Coverage shall include liability arising out of bodily injury, wrongful death, and property damage.

10.0 Access

- 10.1 Facility agrees to provide Institution and its insurer access and authority to investigate on site and to obtain such information from Facility as may be required to defend the Institution and its officers or employees from claims or litigation arising from activities under this Agreement.

11.0 Indemnification

- 11.1 Hospital/Facility shall indemnify, defend, and hold harmless Institution, its governing board, officers, faculty, agents, employees and from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by Hospital/Facility or any of its medical staff, employees, or the residents which may occur during or which arise out of the performance of this Agreement.
- 11.2 To the extent limited in accordance with NRS 41.0305 to NRS 41.039, Institution shall indemnify, defend, and hold harmless Hospital/Facility, its governing board, officers, faculty, agents, and employees from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by Institution, its officers or employees, which may occur during or which may arise out of the performance of this Agreement, and limited to the extent of the professional liability insurance limits set forth in paragraph 9.3 hereinabove. In accordance with NRS Chapter 41, Institution will assert the defense of sovereign immunity as appropriate in all cases, including malpractice and indemnity actions.
- 11.3 In the event each of the parties is found to be at fault, then each shall bear its own costs and attorney's fees and its proportionate share of the judgment or settlement based on its percentage of fault, as determined by a procedure established by the parties.
- 11.4 This Article shall continue beyond termination or expiration of this Agreement.

12.0 Termination of the Agreement

- 12.1 This Agreement may be terminated by either party without cause upon providing at least 30 days' written notice to the other party prior to the beginning of the next academic term. Such termination must not affect students affiliated with Facility for the academic term in which notice is given.
- 12.2 This Agreement may be terminated for cause by the non-offending party, as follows:
- 12.2.1 In the event Institution or Facility fails by omission or commission in any substantial manner to provide the services in accordance with this Agreement; or
- 12.2.2 In the event either party becomes insolvent or has a bankruptcy petition filed against it; or,
- 12.2.3 In the event either Institution or Facility or their staff fail to perform their duties hereunder causing imminent danger to patients or materially and adversely affecting the licensure or accreditation status of Facility or Institution.
- 12.2.4 Such termination shall be effective upon written notice to the other.
- 12.3 This Agreement may be terminated by either party if the other party has substantially defaulted in the performance of any other obligation under this Agreement, if the terminating party first gives thirty (30) days written notice of the default, and the defaulting party has an additional ninety (90) days to cure the default, provided the defaulting party is proceeding to cure with diligence and has given written assurances to the non-defaulting party of the intent to cure.

- 12.4 Upon termination of this Agreement, neither party shall have any further obligations hereunder except for obligations accruing prior to the date of termination, obligations that are expressly extended beyond the term of this Agreement including indemnification, and obligations made by Facility with respect to any student.

13.0 Non-Discrimination and Compliance with Laws

- 13.1 The parties agree in this clinical program to comply with all the federal, state, local, and institutional laws, ordinances and rules applicable to Institution, and specifically agree not to unlawfully discriminate on the basis of a person's age, disability, whether actual or perceived by others (including service-connected disabilities), gender (including pregnancy related condition), military status or military obligations, sexual orientation, gender identity or expression, genetic information, national origin, race, or religion and to comply with all anti-discriminatory laws and policies which Institution promulgates and to which Institution is subject. Where discrimination is found to have occurred, the parties will act to stop the discrimination, to prevent its recurrence, to remedy its effects, and, if appropriate, to discipline those responsible.
- 13.2 The parties agree to comply with all state, federal, and local laws, including but not limited to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Family Educational Rights and Privacy Act of 1974. The parties agree to enter into any supplementary agreement that may be required pursuant to the provisions of HIPAA.

14.0 Withholding

- 14.1 With respect to employee compensation for services provided in connection with this Agreement, each party shall indemnify the other for their own employees' withholding taxes, workers compensation, and other employment-related taxes.
- 14.2 The parties agree to comply with all state, federal, and local laws, including but not limited to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Family Educational Rights and Privacy Act of 1974. The parties agree to enter into any supplementary agreement that may be required pursuant to the provisions of HIPAA.

15.0 Entire Agreement Modification

- 15.1 This Agreement contains all the terms between the parties and may be amended only in writing signed by both parties.

16.0 Severability

- 16.1 Each paragraph of this Agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph of the agreement is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs will remain in full force and effect.

17.0 Governing Law

- 17.1 The parties agree that the laws of the State of Nevada shall govern the validity, construction, interpretation, and effect of this agreement. Any and all disputes arising out of or in connection with the agreement shall be litigated only in the Second Judicial District Court in and for the County of Washoe, State of Nevada, and Facility hereby expressly consents to the jurisdiction of said court.

18.0 Assignment

- 18.1 Nothing in this Agreement shall be construed to permit the assignment by Facility or Institution of any rights or obligations hereunder, and such assignment is expressly prohibited without the prior written consent of either Institution or Facility.

19.0 Notice

- 19.1 Any notice to either party hereunder must be in writing signed by the party giving it and shall be deemed given when mailed postage prepaid by U.S. Postal Service first class, certified or express mail, or other overnight mail service, or hand delivered, when addressed as follows:

To Institution: Truckee Meadows Community College
Finance and Admin. Services
7000 Dandini Blvd., SIER 202-D
Reno, NV 89512

Copy to: Truckee Meadows Community College
EMT Program
7000 Dandini Blvd., RDMT 417
Reno, NV 89512

Truckee Meadows Community College
FIRE Science Program
7000 Dandini Blvd., RTC 219
Reno, NV 89512

To Facility:

or to such other addressee as may be hereafter designated by written notice, all such notices shall be effective only when received by the addressee.

20.0 Paragraph Headings

20.1 The paragraph headings in this Agreement are used only for ease of reference and do not limit, modify, construe, or interpret any provision of this Agreement.

IN WITNESS WHEREOF, the authorized representative(s) of Facility and of Institution hereby execute this Agreement.

INSTITUTION

Board of Regents of the Nevada System of Higher
Education on behalf of Truckee Meadows Community
College

By:

Signature

Date

Printed name:

Title:

HOSPITAL/FACILITY

By:

Signature

Date

Printed name:

Title: