



## 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 \_\_\_\_\_, is made by and between Santa Fe County, Santa Fe County Fire Department (hereinafter called "Training Site") and Central New Mexico Community College (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 or certificate; 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:

I. 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 and/or regulatory organization.
- c. School shall appoint an individual as the Clinical Coordinator for each program who shall be the primary point of contact between the School and Training Site regarding clinical scheduling 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 on-site clinical education.
- 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.
- f. School will, upon request, supply sufficient documentation, such as curriculum vitae for faculty, Drug Enforcement Administration (DEA) certificate (if applicable), current active New Mexico licenses for faculty (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).
- g. 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, drug free work environment and infection control, as well other standards of regulatory, licensing, and accrediting

organizations to which Training Site is bound to abide or to which Training Site deems, at 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. The School will furnish the Training Site with applicable School standards, policies and procedures upon request.

- h. 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. Training Site reserves the right to perform a criminal background check on any Student in conformity with procedures of the Training Site if the Training Site's criteria for disqualification from participation in the Training Site's clinical education program includes convictions or other acts that are different than the Disqualifying Convictions in the School's standard Caregiver's Criminal History Screening.
- i. 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.
- j. When appropriate, School shall supply Training Site with the forms to be used in evaluating student performance in Training Site.
- k. 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.
- l. School shall advise Training Site of changes in faculty, curriculum, and policy, which may affect this clinical education program.
- m. 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 from the other party, (2) is generally known 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 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 and/or students 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 and 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.

4) Family Education Rights and Privacy Act

(a) The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) is a Federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education.

Generally, schools must have written permission from the parent or eligible student in order to release any information from a student's education record. However, FERPA allows an educational agency or institution to disclose personally identifiable information from an education record of a student without the consent required by (34 CFR § 99.31) if the disclosure meets one or more of the following conditions:

- (i) The disclosure is to other school officials, including teachers, within the agency or institution whom the agency or institution has determined to have legitimate educational interests.
- (ii) A contractor, consultant, volunteer, or other party to whom an agency or institution has outsourced institutional services or functions may be considered a school official under this paragraph provided that the outside party
  - (1) Performs an institutional service or function for which the agency or institution would otherwise use employees;
  - (2) Is under the direct control of the agency or institution with respect to the use and maintenance of education records; and
  - (3) Is subject to the requirements of 34 CFR § 99.31 governing the use and redisclosure of personally identifiable information from education records.

(b) An educational agency or institution must use reasonable methods to ensure that school officials obtain access to only those education records in which they have legitimate educational interests. An educational agency or institution that does not use physical or technological access controls must ensure that its administrative policy for controlling access to education records is effective and that it remains in compliance with the legitimate educational interest requirement in paragraph (a) of this section.

(c) The disclosure is, subject to the requirements of 34 CFR § 99.31, to officials of another school, school system, or institution of postsecondary education where the student seeks or intends to enroll, or where the student is already enrolled so long as the disclosure is for purposes related to the student's enrollment or transfer.

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 any Training Site patient or employee.

- 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 School or Training Site for such assignment, and they shall not be considered employees of the the School or Training Site while participating in the program that is the subject of the Agreement, nor shall students be eligible for employee benefits provided by the the School or Training Site 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:  
Program Entry & Compliance Coordinator  
School of Health, Wellness, & Public Safety  
Central New Mexico Community College  
525 Buena Vista SE  
Albuquerque, NM 87106  
505-224-4111  
505-224-4120 Fax Line  
[compliance@cnm.edu](mailto:compliance@cnm.edu)
  - 2) If to the Training Site:  
Santa Fe County Fire Department - Fire Administration Headquarters  
35 Camino Justicia  
Santa Fe, NM 87508
- 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.



## 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

Santa Fe County Fire Department

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

\_\_\_\_\_  
Katherine Miller, County Manager

Date: \_\_\_\_\_

Date: 2.2.2016

\_\_\_\_\_  
Loretta Montoya, Comptroller

Approved as to form  
Santa Fe County Attorney  
By: [Signature]  
Date: 1-26-16

Date: \_\_\_\_\_

[Signature]  
2/1/16



## Central New Mexico Community College

### CLINICAL EDUCATION AGREEMENT

#### Supporting Documents

Exhibit	Document Name	Purpose
Exhibit A	List of HWPS Programs	To identify the student groups that are able to attend clinicals at "Training Site".
Exhibit B	List of Authorized Locations	To identify the locations that are authorized as a "Training Site".



**Exhibit A**  
**CENTRAL NEW MEXICO COMMUNITY COLLEGE**  
**THE SCHOOL OF HEALTH, WELLNESS, & PUBLIC SAFETY**

**PARTICIPATING PROGRAMS**

Emergency Medical Services (Basic, Advanced and Paramedic)  
Community Paramedic

**EXHIBIT B**  
**Santa Fe County Fire Department**

**Authorized Locations**  
Santa Fe County Fire Department  
35 Camino Justicia  
Santa Fe, NM 87508