

**Clinical Participation Agreement
Between
McCook Community College, Mid-Plains Community
College Area and Santa Fe County**

This Clinical Participation Agreement ("Agreement") is entered into this 3 day of April, 2014 by and between **McCook Community College, Mid-Plains Community College Area**, 1205 East Third Street, McCook, Nebraska 69001 (hereinafter "Community College"), and Santa Fe County (hereinafter "County"), a political subdivision of the state of New Mexico.

WHEREAS, the Community College has students of medical emergency medicine that require practical clinical educational experience and observation as part of the Community College's Advanced EMS Training Program;

WHEREAS, the County wishes to assist the Community College by allowing the College's EMS student(s) to participate in and observe the Santa Fe County Fire Department's emergency and paramedic services;

WHEREAS, the participating Community College students are volunteers who participate without compensation in field training and observation of the County's paramedic services solely to obtain field training experience and clinical educational experience;

WHEREAS, the student participation in this clinical educational program benefits the County by providing training experience for County personnel and the Community College students acquire needed practical clinical experience and field observations as part of their Advance EMS Training Program;

WHEREAS, the parties wish to enter into this Agreement to set forth their respective duties and responsibilities regarding to the Community College students' participation in the County's paramedic services.

I. Community College's Responsibilities

- A. Cooperate with the County in providing a sound educational environment of effective emergency patient care. The Community College will provide no less than fourteen (14) days notice to the County of the number, names and date of arrival of the participating Community College student(s).
- B. The Community College shall:
 - 1) Work with the County to plan assignments of clinical practice and other field learning experiences according to the Community College's curriculum needs.
 - 2) Plan the application of clinical field experience to practice in cooperation with the County's Fire Department paramedics in the assignment of student(s).
 - 3) Direct students to comply with the policies and procedures of the County including all laws regarding patient privacy, standards for student health.

proper attire, the wearing of identification badges, and any other laws, regulations, or ordinances of the County or County Fire Department.

- 4) Furnish the County Fire Department with a schedule of dates and hours for the Community College EMS curriculum as well as a list of the names and telephone numbers of participating Community College student(s).
 - 5) Communicate with the County as necessary for discussions and evaluation of student participation and progress.
- C. All participating Community College student(s) shall be trained in OSHA Blood borne pathogens prior to assignment to the County Fire Department paramedic unit. The Community College shall provide proof of Blood borne Pathogen and Infection Control training within the past twelve (12) months for all student(s) scheduled for field training with the County Fire Department. The Community College shall provide requested demographic, academic and health information, including proof of basic CPR, current immunization and/or testing for measles, mumps, rubella, and skin test for tuberculosis (proof of negative chest x-ray when indicated) and Hepatitis B for all participating student(s). If a blood/body fluid exposure occurs to a student while caring for a patient, the Community College is responsible for the follow up procedures for its students as provided in state/federal OSHA regulations.
 - D. All participating Community College student(s) 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 County Fire Department's paramedic unit.
 - E. All Community College student(s) will obtain any necessary immunizations required by the County.
 - F. The Community College understands that its students will not replace County Fire Department personnel or be allowed to provide emergency medical services to patients outside the scope of practice of the appropriate level of an emergency medical services provider as defined at 7.27.11.8 NMAC of the New Mexico Department of Health Regulations.
 - G. The Community College has the right and discretion to withdraw a student(s) whose work or conduct has a detrimental effect on the clinical program or whose program or achievement, in the opinion of the Community College, do not justify their continuance in the clinical program. The Community College has the right to suspend or terminate a student's participation if the Community College determines that a student's performance is unsatisfactory so as to result in possible danger to the student or patients, or the student's health is hazardous to patients, County personnel, or others.
 - H. If needed, the Community College shall provide any necessary textbooks and classroom supplies needed in conjunction with the clinical training and emergency medicine observation under this Agreement. The County is not responsible for any loss or theft of Community College student's personal belongings during their participation in the County's clinical program under this Agreement.
 - I. The Community College will keep the County informed of changes in Community College policy that may affect the County or the clinical program governed by this Agreement.

2. County Responsibilities

- A. Provide paramedic field experience and observation opportunities for the Community College student(s). The County and Community College will agree upon those patient care activities in which Community College students may participate during the field experience. Both parties will agree upon those patient care activities in which the Community College students may participate during the field experience. The County has the right to determine the level of participation by the students in patient care activities.
- B. Permit the Community College faculty and students to use the Fire Department paramedics' patient care facilities as provided in this Agreement as part of the student(s)' clinical experience; permit access to the same daily meal sources available to the County; and provide access and use of the County paramedic unit's reference and procedures manuals.
- C. Ensure that the Community College student(s) receive on-site supervision at all times.
- D. Communicate with the Community College to discuss and evaluate student progress.
- E. As permitted by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), allow limited access to patient medical records for educational purposes only, subject to any federal or state laws, rules or regulations regarding patient privacy and medical records.
- F. The County Fire Department is not responsible for grading the assignments given to students by the Community College.
- G. The County has the right to immediately suspend or terminate a Community College student's participation in the County paramedic unit if the student is not in compliance with County Fire Department requirements, or whose participation is unprofessional, incompetent or the Community College or its student has violated any terms, conditions or requirements of this Agreement.
- H. The County will keep the Community College informed of changes in policy or County ordinance that may affect the Community College student(s)' or the clinical program governed by this Agreement.

3. HIPAA Requirements

- A. The parties will comply with the applicable provisions of HIPAA and any current and future regulations promulgated thereunder, including without limitation, the federal privacy regulations, the federal security standards, the federal standards of electronic transaction, and the Health Information Technology for Economic and Clinical Health (HITECH) Act that is contained within the American Recovery and Reinvestment Act of 2009, P.L. 111-5 (collectively the "HIPAA Requirements") and with any and all of the County's policies, procedures, and standards that may be adopted with respect to the HIPAA Requirements. The parties will not use or further disclose any Protected Health Information or Individually Identifiable Health Information (as such terms are defined in the HIPAA regulations), other than as permitted by the HIPAA Requirements and the terms of this Agreement.

- B. The Community College will ensure that its student(s) have been provided with training with regard to the HIPAA Requirements, and will provide the County with a certificate of training evidencing that this requirement has been met.

4. License and Volunteer Participants

- A. Only Community College student(s) who are students of the Community College's Advanced EMS Program may participate in the paramedic unit of the County Fire Department pursuant to this Agreement. Student(s) shall be enrolled with the Community College's Advanced EMS Program throughout their participation in the County Fire Department's paramedic unit.
- B. The Community College student(s) are volunteers and are not employees or agents of the County or the County Fire Department. Accordingly, the Community College students shall not accrue leave, participate in retirement plans, insurance plans, operate County vehicles, or participate in any other benefits afforded to employees of the County. The Community College student(s) do not have authority to bind, represent, or otherwise act on behalf of the County and shall not purport to do so.
- C. Each Community College student who will ride with the Fire Department shall submit a signed Santa Fe County Fire Department Third Rider Liability Release form, attached hereto as Attachment B.
- D. No monetary consideration shall be paid by the Community College to the County for the participation in this clinical field experience by the Community College students and the faculty representative.

5. Effective Date and Term

This Agreement shall, upon due execution by all parties, become effective as of the date of last signature by the parties (the Effective Date) and shall have a term of one (1) year from the Effective Date, unless earlier terminated pursuant to Paragraph 6 of this Agreement.

6. Termination

- A. Either party may terminate this Agreement upon no less than sixty (60) days written notice to the other party of the intent to terminate. In the event that either party reasonably determines that the continuation of this Agreement will subject a party to liability for violation of federal, state or Santa Fe County Ordinance, then either party may terminate this Agreement immediately upon written notice to the other.

7. Equal Opportunity Compliance

- A. 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 Community College and the County specifically agree 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, sexual orientation, or veterans status. Both parties agree to comply with the Family Educational Rights and Privacy Act of 1974, as amended, governing the privacy of student records.

- B. The Community College acknowledges and agrees that failure to comply with this provision shall constitute a material breach of this Agreement.

8. Insurance and Liability

- A. The McCook Community College shall provide and maintain worker's compensation insurance for its employees and general liability insurance, professional liability insurance and/or self-insurance coverage in the amount of at least \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate for students and faculty through a combination of insurance and qualification under and participating in the Nebraska Hospital Medical Liability Act for bodily injury or death on account of alleged errors, omissions and/or negligent acts in the performance of professional services. The Community College will provide a certificate evidencing such coverage prior to the commencement of any training under this Agreement.
- 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 result from the negligence of that party, its employees or agents. The McCook Community College shall be liable for any negligence on the part of the participating Community College student(s).
- 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., as amended.

9. Compliance with Applicable Law; Choice of Law

- A. In performing their respective obligations hereunder, the parties shall comply with all applicable laws, County ordinances and 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. The Community College and the County agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be the State District Court of New Mexico, located in Santa Fe County.

10. No Assignment

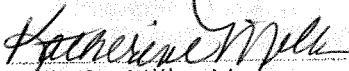
This Agreement may not be assigned or transferred by either party.

11. Merger

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

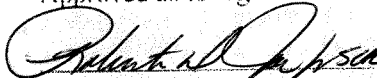
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written above.

Santa Fe County


Katherine Miller, Manager
Santa Fe County

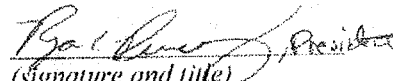
Date: 4.3.2014

Approved as to legal form:


Stephen C. Ross
County Attorney

Date: 3/21/14

McCook Community College, Mid-Plains
Community College


(signature and title)
Ryan C. Purdy, President

Date: 3/20/14