



CLINICAL AFFILIATION AGREEMENT

City of Mission Fire Department And The EMS Training School, LLC, dba School of EMS

This agreement made and entered into this (Date) **July 21, 2023** by and between **City of Mission Fire Department** (hereinafter referred to as the "clinical site") and the affiliates of the clinical site listed on Exhibit A, and the EMS Training School, LLC, dba School of EMS (hereinafter referred to as "School of EMS") and will continue until the agreement is terminated by either party.

I. PURPOSE

The clinical site shall provide the School of EMS students with practical experience in EMS-based patient care activities through the clinical site's owned entities and the School of EMS shall provide the student with academic experience.

II. RESPONSIBILITIES OF THE CLINICAL SITE

The clinical site shall:

- A. Provide cooperation to ensure students of the School of EMS receive an effective clinical experience.
- B. Provide a suitable clinical experience situation as prescribed by the curriculum provided by the School of EMS and outlined by the National Highway Traffic Safety Administration.
- C. Assist with clinical teaching and supervision of agreed upon number of students of the School of EMS.
- D. Ensure the standards of patient care established by the clinical site remain in control of the employees.
- E. Reserve the right to determine the manner in which the clinical site's owned equipment and supplies shall be used and operated.
- F. Provide a contact person for the School of EMS at the clinical site so as to facilitate interaction between the training program and our system.

III. RESPONSIBILITIES OF THE SCHOOL OF EMS

The School of EMS shall:

- A. Ensure that students who use the clinical site's facilities will abide by the clinical site's policies.
- B. Ensure students of the School of EMS will have professional liability insurance in the appropriate amount prior to beginning clinical experience with the clinical site.
- C. Ensure each student has been provided infection control training as outlined by the Department of Transportation knowledge objectives for EMS courses.
- D. Ensure each student has been provided HIPAA training in accordance with the Federal and State guidelines.
- E. Ensure each student has been cleared through a background check to include the federal inclusion/exclusion list.
- F. Ensure each student has passed a 10-panel drug screen.
- G. Ensure that documentation has been established by the School of EMS on how students are determined to be proficient in both basic and advanced skills which are expected to be utilized in the clinical internship setting.
- H. Provides each student a Competency Check List so that the student may present this to the clinical site's facility they are assigned to during all internship assignments.
- I. Consider promptly any complaint made by the clinical site against a student in accordance with the School of EMS standards and procedures of disciplinary action.
- J. Shall provide preceptor training to relevant clinical site staff at the clinical location(s) or via online services.

IV. HOLD HARMLESS

The School of EMS agrees and is bound to hold the clinical site whole and harmless against any and all claims for damages, costs and expenses to persons or property that may arise out of or be occasioned by this contract or any activities or from any act or omission of any teacher or student involved in the School of EMS.



THE EXCLUSIVE JURISDICTION FOR ANY CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE IN THE STATE AND FEDERAL COURTS LOCATED IN HIDALGO COUNTY, TEXAS AND EACH PARTY HERETO IRREVOCABLY WAIVES ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE AS TO THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN SUCH A COURT OR THAT SUCH COURT IS AN INCONVENIENT FORUM.

V. RESPONSIBILITIES OF THE CLINICAL SITE AND THE SCHOOL OF EMS

The clinical site and the School of EMS shall:

- A. Agree upon the number of students to be placed at the clinical site for clinical rotations.
B. Revise and modify this contract in writing if both parties agree to the revision or modification.

VI. TERMINATION

This contract may be terminated by either party upon one hundred eighty (180) days written notice to the other party by registered mail, return receipt requested. The termination shall not take effect until students who are enrolled at the time such notice is given have completed the courses in which they are enrolled.

VII. DISCRIMINATION

The clinical site and the School of EMS shall not lawfully discriminate in their respective performance of this contract.

VIII. CONTACT PERSONS

The contact person and authorized designee of the School of EMS for the purposes of this agreement is:

Name: Amber Jameson Title: Clinical Services Manager
Email: ajameson@schoolofems.org Office Phone: (903) 405-4759 Main Phone: 888-390-5081
Address: 115 Jordan Plaza Blvd. Suite 200. Tyler, Texas 75704

The contact person and authorized designee of the Clinical Site for the purposes of this agreement is:

Name: Title:
Email:
Office Phone: Cell Phone:
Address:

EXECUTED on July 21, 2023. The clinical site and the School of EMS have executed this agreement by and through one of its duty authorized officers, thereby binding themselves, their successors, and assignees and representatives for the faithful and full performance of the terms and provisions of this contract.

City of Mission Fire Department

The EMS Training School, LLC, dba School of EMS

Signature:
Name:
Title:
Date Signed:

Signature:
Name: TC Howard
Title: Chief Operating Officer
Date Signed:

Signature:
Name:
Title:

Signature:
Name: Amber Jameson
Title: Clinical Services Manager

