



**CLINICAL AFFILIATION AGREEMENT BETWEEN  
ANGEL CARE EMS TRAINING ACADEMY and  
SEGUIN FIRE/EMS**



This agreement, by and between **Seguin Fire/EMS** after referred to as **“Provider”** located at \_\_\_\_\_ and **Angel Care EMS Training Academy** hereinafter called **“Agency”** located at **1201 W. Corpus Christi St., Beeville, Texas 78102.** Agency and Provider may individually be referred to herein as a “Party” and collectively as the “Parties”.

**WITNESSETH**

WHEREAS, Agency offers a certification program in Emergency Medical Services;

WHEREAS, Provider offers a comprehensive patient acute care entity licensed in the State of Texas;

WHEREAS, it is agreed by the parties to be of mutual interest and advantage that the students of Angel Care EMS Training Academy be given the opportunity to utilize PROVIDER as a setting for a clinical learning experience through the application of knowledge and skills in an acute care setting.

WHEREAS, no financial obligation will be incurred by either party as a result of this agreement;

WHEREAS, assignment of students will be made without regard for race, creed, sex or national origin;

WHEREAS, at no time will students be considered an employee of PROVIDER and therefore will not be eligible to receive payment for services rendered, replace an agency employee, or possess authority to enter any form of agreement, binding or otherwise on behalf of the PROVIDER;

WHEREAS, medical care for any acute injury or illness students may experience while at PROVIDER will be immediately provided, and that cost for healthcare provided will be the sole responsibility of the student.

**ARTICLE I  
STATEMENT OF WORK**

Angel Care EMS Training Academy and PROVIDER agree to work cooperatively in providing Angel Care EMS Training Academy Students a clinical learning experience through the application of knowledge and skills in an acute care setting.

## **ARTICLE II RESPONSIBILITIES**

### **Angel Care EMS Training Academy will:**

1. Establish guidelines for clinical eligibility
2. Be responsible for the provision of classroom theory and practical instruction to students prior to clinical assignments.
3. Be responsible for selection of students entering the program.
4. Ensure students attend clinical orientation sessions as required by the PROVIDER.
5. In cooperation with PROVIDER prepare clinical rotation schedules, ensure PROVIDER receives schedule, and ensure PROVIDER approves proposed schedule prior to sending students.
6. As required by PROVIDER, provide clinical preceptors during times students are at the facility. Angel Care EMS Training Academy preceptors will be licensed, or certified at or above the levels of students.
7. Provide clinical staff with ability to evaluate student performance.
8. Furnish PROVIDER with proof of student liability insurance.
9. Ensure compliance with published PROVIDER policies as provided to Angel Care EMS Training Academy.
10. Supply PROVIDER with proof of students health to include: Negative PPD Test, HBV Vaccine or signed refusal, and other immunizations required by PROVIDER.
11. Ensure Confidentiality Statement(s) have been completed by each Angel Care EMS Training Academy student prior to student entering clinical areas.
12. Furnish PROVIDER with a set of student objectives for each certification level doing department rotations.
13. Adhere to the PROVIDER Communicable Disease Reporting guidelines and provide student education on blood borne pathogens during initial training.
14. Inform PROVIDER of any changes in student(s) status during the scheduled clinical time.
15. Comply with PROVIDER request to remove student(s) should just cause exist. ALL students or faculty representing Angel Care EMS Training Academy Program shall be accountable to the PROVIDER Administrator or designee.

### **PROVIDER SHALL:**

1. Assign a liaison to Angel Care EMS Training Academy for purposes of scheduling clinical time.
2. Accept students assigned to the facility by Angel Care EMS Training Academy staff.
3. Assist in evaluating students assigned to PROVIDER.
4. Under proper supervision allow/encourage "hands-on" experiences at Basic and Advance levels appropriate to knowledge objectives for the level of training being provided.
5. Based on availability of clinical areas, allow student access to departments as dictated by knowledge objectives for level of student entering PROVIDER facility.
6. Initiate documentation of any student exposure and provide information and/or referrals as necessary to manage the situation.

7. Draw and process baseline blood samples where appropriate for communicable disease exposures.
8. Have ability to request removal of student(s) from clinical departments when conduct or performance is not in accordance with published PROVIDER policies or which is detrimental to patient care. PROVIDER will provide Angel Care EMS Training Academy with written documentation of incident and will retain final authority on whether student(s) in question are allowed to continue rotations at the facility.
9. Agree that students may be unable to observe surgical procedures or deliveries without verbal permission of the patient.

### **ARTICLE III TERM OF AGREEMENT**

This Agreement shall be effective for a period of two (2) years commencing on the signature date and shall automatically renew thereafter for additional periods of one (1) year each. Either party may terminate this agreement, with or without cause, by providing the other with thirty (30) days prior written notice of its intent to terminate.

### **ARTICLE IV GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

The Undersigned Parties bind themselves to the faithful performance of this Agreement.

Angel Care EMS Training Academy:

By: \_\_\_\_\_

Name: Gabriel Aleman

Title: EMS Program Coordinator

Date: August 23, 2016

PROVIDER: Seguin Fire/EM

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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