

Clinical/Internship Contract
Agreement Between
Lake Superior State University
and
Livingston County EMS

This agreement is entered into between *Lake Superior State University*, henceforth known as the *agency*, and *Livingston County EMS*, henceforth known as the *clinical/internship facility*. The purpose of this Agreement is to set forth the terms and conditions under which the *agency* and the *clinical/internship facility* (collectively, the "Parties") will engage in a program for the clinical/internship education of *agency* EMS students enrolled in the *agency* EMS education program.

Responsibilities/Rights of the *clinical/internship facility*:

1. To provide clinical experiences for the students of the *agency* in specific areas identified at the time of student placement. For the purpose of this Agreement, the placement is defined as *clinical/internship facility location*.
2. To provide the clinical/internship experience and assume the following responsibilities:
 - a. To assist the *agency* in supervising the students while on site at the *clinical/internship facility*. (NOTE: Ultimate supervision of the students is the responsibility of the *agency*).
 - b. To cooperate with *the agency* in the planning of the student's education experience so that the experience may be appropriate in light of *the agency's* education plan.
 - c. To make available information for educational purposes, such as policies, procedures and clinical/internship reference material available at the *clinical facility*.

Be aware that each student is responsible for the costs of any medical care for any illness or injury that might be sustained while the student is participating in this experience at *the clinical/internship facility*. **Students must maintain health insurance throughout the clinical/internship program.**
3. To terminate a student from continuing his/her clinical/internship experience at *the clinical facility* at their discretion at any time.

Responsibilities/Rights of *the agency*:

1. To advise students and instructors, and enforce compliance with, all existing policies, rules and regulations the *clinical facility* including, but not limited to the confidentiality of patient and *clinical facility* records and information.
2. To assign students with preparation in the foundation of the Emergency Medical Services Program and to provide evidence of competency in the skills of the program.
3. To provide evidence of an annual chest x-ray or negative tuberculosis skin test, measles, mumps and rubella vaccination or evidence of rubella titer 1:8 or above, chicken pox vaccination or have had chicken pox, from each student and instructor.
4. To provide the *clinical facility* documentation that each student and instructor has been offered, and have either received or declined, hepatitis B vaccine before participating in this Program.
5. To provide pre-clinical instruction to each student in accordance with standards mutually agreeable to both parties, including all MIOSHA required training, which includes but is not limited to blood borne pathogens, prior to the educational experience and to present for clinical experience at the *clinical facility* only those students who have satisfactorily completed the pre-clinical/pre-internship instructional program.

6. To have full responsibility for the conduct of any student, instructor disciplinary proceedings and conduct the same in accordance with all applicable statutes, rules and regulations and case law.
7. To maintain general public liability coverage for its instructors and students with minimum limits of liability of One Million Dollars (\$1,000,000) per incident and shall furnish the *clinical facility* appropriate certificates of insurance evidencing such continuous coverage before the beginning of the clinical experience.
8. To indemnify and hold harmless the *clinical facility*, its employees and agents from all claims, liability or damages, including reasonable attorney's fees, which the *clinical facility* or its employees or agents may incur as a result of claims or costs of judgments against any of them arising out of acts or omissions of the *agency's* instructors, staff or students while in the performance of their responsibilities under their agreement.
9. To indemnify and hold harmless the *clinical facility*, its employees and agents from all claims, liability or damages, including reasonable attorney's fees, which the *clinical facility* or its employees or agents may incur as a result of claims or costs of judgments against any of them regarding injuries to the *agency's* students arising out of their participation in the classes described under this agreement.
10. The *agency* shall maintain all educational records and reports relating to the educational experience completed by individual students as the *clinical facility*, and the *clinical facility*, shall have responsibility regarding the same. The *clinical facility* shall refer all requests for information of such records to the *agency*. The *agency* agrees to comply with all applicable statutes and regulatory requirements respecting the maintenance of and release of information from such states.
11. The *agency* shall have full responsibility for the conduct of any disciplinary proceedings concerning any student, however, the *clinical facility*, at its sole discretion, may deny the educational experience to any individual.
12. The *agency* agrees, and shall obtain from each student and furnish to the *clinical facility* a written agreement of each student acknowledging, as a condition of being able to participate in the educational experience, that the Student:
 - a. shall comply with all the *clinical facility* rules, regulations, policies and procedures;
 - b. shall comply with all directives of the *clinical facility* regarding conduct;
 - c. shall refrain from touching in any way any patient except at the patient's consent and with the *clinical facility* personnel's authorization;
 - d. shall not be considered an employee of the *clinical/internship facility* for the purpose of this agreement
 - e. shall not disclose information without written authorization by the *clinical facility* regarding any patient's care, including the identity of the patient or the services performed for that patient.
 - f. shall upon request leave an area of the *clinical/internship facility*.

Major responsibilities of the *agency* students, under the direction of the *agency*:

1. To adhere to existing policies and procedures of the *clinical facility*.
2. To report for clinical experiences as assigned or call to report absences.
3. To respect the patient's rights to confidentiality.
4. The *agency* will notify students of 1-3 above.

GENERAL PROVISIONS

The parties mutually acknowledge and agree as follows:

- A. Students of the *agency* shall not be deemed to be employees of the *clinical/internship facility* for purposes of compensation, fringe benefits, worker's compensation, unemployment compensation, minimum wage laws, income tax withholding, social security, or any other purpose, because of their participation in the EMS program. Each student shall be placed with the *clinical/internship facility* to receive clinical/internship experience as a part of his/her academic curriculum. The duties performed by a student shall not be performed as an employee, but in fulfillment of the student's academic requirements. At no time shall students replace or substitute for any employee of the *clinical/internship facility*. The provisions of this section shall not be deemed to prohibit the employment of any such student by the *clinical/internship facility* under a separate employment agreement. The *agency* shall notify each student of the requirements of this paragraph.
- B. In the performance of their respective duties and obligations under this Agreement, each party shall be an independent contractor and neither shall be the employee or servant of the other, and each party shall be responsible for their own conduct subject to the indemnity provisions of this agreement.
- C. Each party shall be responsible for compliance with all laws, including anti-discrimination laws, which may be applicable to their respective activities under the EMS program.
- D. No provision of the Agreement shall prevent any patient from requesting not to be a teaching patient or prevent any member of the *clinical/internship facility* professional staff from designating any patient as a non-teaching patient.
- E. Neither this Agreement nor any part of it shall be assigned by either Party without prior written consent of the other Party.
- F. This Agreement constitutes the entire agreement between the parties, and all prior discussion, Agreements and understandings, whether verbal or in writing, are merged in to this agreement. There may be no amendment of the Agreement, unless the same is in writing and signed to the party to be charged.
- G. This Agreement shall be effective as of the Effective Date and shall continue thereafter until terminated by either party upon 30 days advance written notice of termination, with or without cause.
- H. Students will be placed at the *clinical/internship facility* without cost to the *clinical/internship facility*.

Field Experience/Internship Institutional Data Form

To be completed by the "clinical/internship facility"

Affiliate Name: Livingston County EMS

Physical Address: 1911 Tooley Rd City: Howell State: MI Zip: 48843

Mailing Address: _____ City: _____ State: _____ Zip: _____

Name of on-site liaison: _____ Title of on-site liaison: _____

Phone number for liaison: _____ Email address for liaison: _____

Preferred communication method (check all that apply): Email Phone

Do you routinely assign more than one EMS student to an EMS Unit? Yes No

Number of Trauma Calls per year: _____

Number of Medical Calls per year: _____

Number of Pediatric Calls per year: _____

Number of Cardiac Arrest Calls per year: _____

Number of Cardiac Calls (non-cardiac arrest): _____

Total number of calls per year: _____

Average number of shifts by each student: _____

Average number of runs per shift for a student: _____

Average length of shift by each student: _____

The below portion is to be completed by the Program

Distance from Lake Superior State University to Clinical Site: 315 miles

Will this site be used for clinical rotations or internships? Clinical Rotations Internships

When will this contract expire? _____

Signatures

TYPE AGENCY NAME HERE

Printed Name & Title: _____

Signature: _____ Date: _____

Lake Superior State University

Bryan S. Fuller MA, Paramedic I/C, CCEMT-P

EMS Program Director, Assistant Professor of Emergency Medicine / Paramedics

School of Criminal Justice, Fire Science and EMS

Signature: _____ Date: _____

Lake Superior State University

Dr. Barb Light, PhD,

Dean of the College of Education and Liberal Arts

Interim Dean of the College of Criminal Justice and Emergency Responders

Signature: _____ Date: _____

Lake Superior State University

Dr. Lynn G. Gillette,

Provost & Vice President for Academic Affairs

Signature: _____ Date: _____