

AFFILIATION AGREEMENT
between
Oakland Community College
and

Effective _____ to _____

This Affiliation Agreement (hereinafter referred to as "Agreement"), is entered into by and between **OAKLAND COMMUNITY COLLEGE** (hereinafter be referred to individually as "**OCC**"), whose address is 2480 Opdyke Road Bloomfield Hills, Michigan 48304-2266, and _____, (hereinafter referred to individually as the "**EMS/Health Care Provider**"), whose address is _____, (hereinafter each individual party named above shall be referred to collectively as the "Parties").

The parties wish and intend by this Agreement to set forth the terms and conditions of engaging in a cooperative program for the clinical experience of the students enrolled in OCC's Emergency Medical Technician Program at the **EMS/Health Care Provider**.

IT IS THEREFORE AGREED AS FOLLOWS:

1. **Educational Program.** **OCC** shall, in consultation with representatives of the **EMS/Health Care Provider**, plan and administer the educational program for its students at the **EMS/Health Care Provider** and shall assume the following responsibilities:
 - a. **OCC** shall provide the **EMS/Health Care Provider** with at least two week's advance notice of the details of its educational program to the **EMS/Health Care Provider**, including objectives, dates, times, and names of faculty participants, and shall modify this educational program as necessary to accommodate the reasonable requirements of the **EMS/Health Care Provider** related to its patient population, staffing, available equipment and facilities, and patient care responsibilities. Individual student names and information verifying the level of each student's academic preparation shall be provided to the **EMS/Health Care Provider** as far in advance as possible.
 - b. **OCC** agrees to provide principle academic instructions to each student, in accordance with standards mutually agreeable to Oakland Community College and the **EMS/Health Care Provider** and to present for clinical experience at the **EMS/Health Care Provider** only those students who have satisfactorily completed the agreed upon pre-clinical instructional program.
 - c. No provision of this agreement shall prevent the **EMS/Health Care Provider** from refusing to accept any student or faculty member who has previously been discharged for cause as an employee of the **EMS/Health Care Provider**, or who has been removed from or relieved of responsibilities for cause by the **EMS/Health Care Provider**, or who would not be eligible to be employed by the **EMS/Health Care Provider** due to a reasonable cause. If this becomes necessary, the **EMS/Health Care Provider** will advise Oakland Community College the reason for their concern when action is taken.
 - d. **OCC** shall be responsible for the educational aspects of the students' experience at the **EMS Health Care Provider** and shall provide qualified faculty who shall be responsible for the student's educational experience including scheduling, compiling evaluations, conducting conferences, and coordinating rotations at the **EMS/Health Care Provider**. The students will be assigned to shifts designated by the **EMS/Health Care Provider**. No more than one (1) student will be assigned at any time to an area of the **EMS/Health Care Provider** unless permission has been given by the **EMS/Health Care Provider** to do so.

- e. **OCC** shall instruct all of its students and faculty assigned to the **EMS/Health Care Provider** with regard to and shall monitor compliance with all rules, regulations, policies, and procedures of the **EMS/Health Care Provider**, including but not limited to those relating to the confidentiality of patient medical records and **EMS/Health Care Provider** records and information, and to the responsibility and authority of the medical, nursing, and administrative staff of the **EMS/Health Care Provider** over patient care and administration.
 - f. **OCC** shall maintain all educational records and reports relating to the educational program completed by individual students at the **EMS/Health Care Provider**, and the **EMS/Health Care Provider** shall have no responsibility respecting the same other than those agreed upon reports which are necessary to **OCC's** monitoring of student progress. The **EMS/Health Care Provider** shall refer all requests for information respecting such records to **OCC**. **OCC** agrees to comply with all applicable statutes, rules, and regulations respecting the maintenance of and release of information from such records. All such records shall be held in confidence by the EMS provider and not disclosed to third parties without the student's prior written consent unless disclosure is required by law.
 - g. If requested by the **EMS/Health Care Provider**, **OCC** shall provide the **EMS/Health Care Provider** with evidence that the student has passed a physical examination (to include a tuberculin skin test within the preceding twelve (12) months) of a scope and within time periods satisfactory to the **EMS/Health Care Provider**, and such evidence shall indicate that at the time of the physical examination, the student was free from contagious diseases as nearly as could be ascertained by such examination. **OCC** will also require evidence that the EMS students have, at a minimum, begun the course of Hepatitis B vaccinations. **OCC** agrees to educate all EMS students in infection control, exposure control, and hazardous material awareness, as required by MIOSHA. The College agrees to maintain medical records with respect to EMS students participating in the program in compliance with federal Blood borne Pathogen Standards as adopted and revised by MIOSHA, and to have specific procedures for the EMS students to follow in the event of an exposure. Oakland Community College will provide EMS students with information regarding specific procedures and care options in the event of a blood borne exposure during their clinical experience. Upon notification by the **EMS/Health Care Provider** of an exposure incident involving an EMS student, the student will be advised to see his/her physician for counseling relative to HIV, HBV exposure and pose exposure care. EMS students are responsible for initial and follow-up care and costs incurred from seeking medical attention. The **EMS/Health Care Provider** may allow the EMS student to follow the policies and procedures established by the **EMS/Health Care Provider** for their own employees, however, costs of treatment and transportation to and from medical facilities are the EMS student's responsibility. **OCC** shall inform each student of the importance of having in force a policy of health insurance to defray the cost of hospital and medical care of any illness or injury that might be sustained while the student is participating in any clinical field work.
 - h. **OCC** shall have full responsibility for the conduct of any student or faculty disciplinary proceedings and shall conduct the same in accordance with all established College procedures and any other applicable statutes, rules, regulations, and case law. The EMS provider shall cooperate in any college investigation involving students including, without limitation, student allegations alleging inappropriate conduct by the EMS Provider and its employees and contractors involving students.
 - i. Indemnification - Statutory and common law theories and principles of indemnification, contribution, and equitable restitution shall govern and apply to claims, actions, causes of action, costs, expenses and losses (including attorneys' fees) resulting from or caused by the actions or omissions of **OCC**, the **EMS Provider/Health Care Provider** or their respective employees and students pursuant to this Agreement.
2. **Patient Care Program:** The **EMS/Health Care Provider** shall plan and administer all aspects of patient care at the **EMS/Health Care Provider** site and shall assume the following responsibilities:

- a. The **EMS/Health Care Provider** shall provide qualified supervision of all patient care activities. The **EMS/Health Care Provider** supervisory personnel may, in an emergency or in certain cases based upon applicable standards of medical care, temporarily relieve a student from a specific assignment or require that a student or faculty member leave the facility pending a final determination of the future status of the student or faculty member by the parties. The **EMS/Health Care Provider** shall submit a detailed written report of any such action to Oakland Community College within three (3) business days (excluding Saturdays, Sundays, and holidays) after its occurrence and the parties shall cooperate in an effort to avoid its recurrence.
 - b. The **EMS/Health Care Provider** shall cooperate with Oakland Community College in the planning and conducting of the student's clinical experience as part of patient care at the **EMS/Health Care Provider** to the end that the student's clinical experience may be appropriate in light of Oakland Community College's educational objectives and state and federal laws and requirements. The **EMS/Health Care Provider** shall also, after consultation with Oakland Community College, designate the departments and determine the maximum number of students to be assigned to a particular unit.
 - c. No provision of this agreement shall prevent any patient from requesting not to be a teaching patient or prevent any member of the medical staff from designating any patient as a non-teaching patient.
 - d. The **EMS/Health Care Provider** may submit a written request to Oakland Community College for the withdrawal of any student or faculty member from the program at the **EMS/Health Care Provider** for a reasonable cause related to the need for maintaining an acceptable standard of quality patient care, and Oakland Community College shall immediately comply with such request. The written request from the **EMS/Health Care Provider** shall set forth the basis for removal. Notwithstanding the foregoing, OCC and the EMS Provider shall attempt to informally resolve any student concerns prior to a final determination.
 - e. The **EMS/Health Care Provider** shall make available to Emergency Medical Technician students and faculty the use of conference rooms, dressing rooms, and library, as available and as required by the educational program and without charge except for food consumed by participants.
 - f. The **EMS/Health Care Provider** will provide emergency medical care to students and faculty in the EMS program should such care become necessary while students and faculty are on the **EMS/Health Care Provider** premises. Recipients of such care are solely responsible for payment for services rendered.
 - g. The **EMS/Health Care Provider** will agree to promptly notify the College, through the Clinical Coordinator, of any EMS student or faculty exposure incident in order that the College may provide post-exposure evaluation and follow-up.
 - h. The **EMS/Health Care Provider** will provide each student with the appropriate disposable personal protective equipment as identified in the EMS Provider's Exposure Control Plan.
 - i. The **EMS/Health Care Provider** will provide, at no cost, laundry facilities for student clothing in the event a garment is penetrated by blood or other potentially infectious materials during a clinical experience.
 - j. EMS Provider site specific training will be conducted by the **EMS/Health Care Provider** prior to the student being scheduled with the **EMS/Health Care Provider**. Dates and times for this training will be established by the College on a term by term basis.
3. **General Provisions.** The parties mutually acknowledge and agree as follows:
- a. Statutory and common law theories and principles of indemnification, contribution, and equitable

restitution shall govern and apply to claims, actions, causes of action, costs, expenses and losses (including attorneys' fees) resulting from or caused by the actions or omissions of OCC, the EMS Provider or their respective employees and students pursuant to this Agreement.

- b. **OCC** is responsible for maintaining medical records of the students including such documentation as is required for compliance with federal Blood borne Pathogen Standards as adopted and revised by MIOSHA. The **EMS/Health Care Provider** may, upon request and at a time mutually convenient to the parties, audit such portions of the student medical records as are necessary to ensure compliance with federal Blood borne Pathogen Standards as adopted by MIOSHA.
- c. Emergency Medical Technician students and faculty of Oakland Community College shall not be considered agents or employees of the EMS/Health Care Provider for the purposes of compensation, minimum wage laws, income tax withholding, social security or any purpose because of their participation in the educational program. This provision shall not be deemed to prohibit the employment of any such participant by the EMS Provider under a separate employment agreement.
- d. It is understood between the parties that **OCC's EMS** students are placed with the **EMS/Health Care Provider** in order to fulfill academic requirements of the College. The parties acknowledge that the duties performed by the EMS students are not performed as employees of the **EMS Provider** but in fulfillment of the academic requirements of the College. It is further understood that the EMS students shall not at any time replace or substitute for any employee of the **EMS/Health Care Provider** nor shall the EMS student perform any of the duties normally performed by an employee of the **EMS/Health Care Provider** except such duties which are a part of their training and performed under clinical supervision.
- e. There shall be no monetary consideration paid by either party to the other, it being acknowledged that the program provided hereunder is mutually beneficial. The parties shall cooperate in administering this program in a manner which will tend to maximize the mutual benefits provided to **OCC** and the **EMS/Health Care Provider**, to the end that **OCC** can offer its students beneficial educational experiences and the **EMS/Health Care Provider** can benefit through exposure of its staff to advances in clinical fields by aiding in the growth and development of such professions, and through the potential for recruitment of future employees.
- f. This Agreement is intended solely for the mutual benefit of the parties hereto, and there is no intention, expressed or otherwise, to create any rights or interest for any party or person other than the **EMS/Health Care Provider** and **OCC**; without limiting the generality of the foregoing, no rights are intended to be created for any patient, student, parent, or guardian of any student, employer or prospective employer of any student.
- g. In the performance of their respective duties and obligations under this Agreement, each party is an independent contractor, and neither is the agent, employee, or servant of the other, and each is responsible only for its own conduct.
- h. This Agreement constitutes the entire agreement between the parties, and all prior discussions, agreements and understandings, whether verbal or in writing, is hereby merged into this Agreement.
- i. Neither party in the execution of the educational program will discriminate against any person because of said person's race, religion, creed, color, national origin or ancestry, sex, age, height, weight, marital status, sexual orientation, Vietnam era veteran status, disability or handicap; nor will sexual harassment be tolerated in its employment practices and/or educational program or activities. Each party shall be separately responsible for compliance with all laws, including anti-discrimination laws which may be applicable to their respective activities under this program.

- j. This agreement may be modified only in writing signed by both parties. Requests for modification shall be submitted to the other party at least thirty (30) days prior to the proposed effective date.
- 4. **Term of Agreement.** This Agreement is effective _____ to _____. This Agreement may be terminated by either party upon forty-five (45) days written notice of termination; provided, however, that students then receiving instruction in any program shall be given the opportunity to complete the full program during that instructional period.
- 5. **Notice.** Any notice under this Agreement shall be directed to:

Agency: _____

College: **OAKLAND COMMUNITY COLLEGE**
 Provost
 2480 Opdyke Road
 Bloomfield Hills, MI 48304

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

OAKLAND COMMUNITY COLLEGE

EMS/Health Care Provider

 By: M. By: Jennifer Berne
 Its: Provost

 By:
 Its:

Date: _____

Date: _____