

CLINICAL TRAINING AFFILIATION AGREEMENT

This Agreement, effective as of the 24th day of November, 2020, (Livingston County EMS) ("Affiliating Institution"), a Michigan nonprofit corporation; and Dorsey Emergency Medical Academy, hereafter referred to as "DEMA.", a Michigan licensed Educational Institution; Dorsey School of Business, Inc., a Michigan for profit corporation, 31799 John R., Madison Heights, Michigan 48071; DEMA campus locations: 19808 West Rd. Woodhaven, MI 48183, 437 Fern Ave., Jackson, MI 49202, 31779 John R., Madison Heights, MI 48071, 1806 S. Euclid Ave, Bay City, MI 48076, and all future locations.

WHEREAS, the Affiliating Institution is located in Michigan and can provide quality clinical training for students enrolled at DEMA.

WHEREAS, the Educational Institution (DEMA) provides licensed programs and approved curricula in emergency medical service (EMS) professions requiring clinical training in a Affiliating Institution, and

WHEREAS, the parties hereto desire to enter into this Agreement for training of DEMA students at the Affiliating Institution subject to the terms and conditions set forth below;

NOW THEREFORE, it is hereby mutually agreed by and between the parties as follows:

1. Subject to compliance by DEMA of all terms and condition of this Agreement, the Affiliating Institution will permit DEMA to use Affiliating Institution's clinical facilities for the clinical training of DEMA students.
2. DEMA shall comply and shall cause its students to comply with the Affiliating Institution's Policies and Procedures for Student Clinical Affiliations including all applicable statutes, rules and regulations respecting the maintenance of and release of information from patient records, including HIPAA laws and regulations, The Federal False Claims Act 31 U.S.C. §§ 3729-3733 (As Amended May 2009), and the Red Flag Program Clarification Act of 2010. The Affiliating Institution shall provide DEMA with a copy of the Affiliating Institution's Policies and Procedures for Student Clinical Affiliations for distribution and explanation to students.
3. The Affiliating Institution will provide DEMA with copies of its rules, regulations, and policies within a reasonable time before each rotation of the clinical training program begins. Further, the Affiliating Institution will provide DEMA reasonable notice of any changes in its rules, regulations, or policies.

4. Affiliating Institution will orient students to the appropriate rules, policies, regulations and procedures of the Affiliating Institution, and will provide written copies if available.
5. The Affiliating Institution will accept qualified students without regard to race, sex, gender, age, national origin or handicap.
6. DEMA will orient Affiliating Institution's student preceptors to the Clinical Preceptor Report, utilizing a written orientation.
7. The Affiliating Institution's student preceptors will complete a new Clinical Preceptor Report each day for each student contact. New Clinical Preceptor Reports will be supplied daily by DEMA
8. DEMA and the Affiliating Institution will identify the number and scheduling of the students to be placed with the Affiliating Institution.
9. DEMA will notify Affiliating Institution in writing of names of students assigned to Affiliating Institution, at least 7 days before the clinical experience begins.
10. Affiliating Institution will notify DEMA in writing of inability to accept a student at least 5 days before the clinical experience begins.
11. DEMA will provide clinical training only to those students who have satisfactorily completed the prerequisite didactic and relevant practical skills portions of DEMA' curriculum.
12. DEMA students will wear a photo ID badge at all times, identifying them as DEMA students, as well as the specific training program they are participating in.
13. Affiliating Institution will supervise at all times all activities of the student while on the premises of the Affiliating Institution, including attendance for the entire duration of the scheduled work shift.
14. Affiliating Institution will allow students to perform only those tasks which are commensurate with their level of education and experience, and appropriate for the safety and welfare of patients, clients, students, and employees of the Affiliating Institution.
15. This affiliation agreement shall remain in effect and valid for two (2) years commencing as of the day and date previously set forth above. The agreement will automatically renew, unless terminated by one or both parties. The agreement may be

terminated by either party on 30-day advance written notice of termination. The agreement may be terminated by Affiliating Institution immediately if in Affiliating Institution's sole judgment DEMA or its students fail to comply with Affiliating Institution's Policies and Procedures for Student Clinical Affiliations.

16. Indemnification.

A. DEMA shall indemnify, defend, and hold harmless Affiliating Institution and its officers, agents, employees, assigns and successors in interest from and against any and all liability, damage, claim, cost or expense including reasonable attorney's fees and other reasonable expenses of litigation resulting from (a) any conduct, act or omission of DEMA, its faculty, representatives, agents, employees or students, to the extent Affiliating Institution is not insured or otherwise indemnified for the same, or (b) the nonperformance or breach of any provision of this Agreement by DEMA, its faculty, representatives, agents, employees or students. However, this indemnification shall not apply to the extent any loss, damage, liability, cost or expense results from the primary conduct, act, omission or negligence of Affiliating Institution and/or any of its officers, agents, employees, assigns or successors in interest.

B. Affiliating Institution shall indemnify, defend, and hold harmless DEMA and its officers, agents, employees, assigns and successors in interest from and against any and all liability, damage, claim, cost or expense including reasonable attorney's fees and other reasonable expenses of litigation resulting from (a) any conduct, act or omission of Affiliating Institution, its representatives, agents, or employees or students, to the extent DEMA is not insured or otherwise indemnified for the same, or (b) the nonperformance or breach of any provision of this Agreement by Affiliating Institution, its representatives, agents, or employees. However, this indemnification shall not apply to the extent any loss, damage, liability, cost or expense results from the primary conduct, act, omission or negligence of DEMA and/or any of its officers, agents, employees, assigns or successors in interest.

C. The party seeking indemnification shall (a) allow the indemnifying party and/or its insurer to assume direction and control of the defense of any action, suit, or proceeding, if they elect to do so, including the right to select or approve defense counsel (b) allow the indemnifying party and/or its insurer the right to settle such actions, suits, or proceeding at the sole discretion and expense of the indemnifying party or its insurer, and (c) cooperate fully with the indemnifying party and its insurer in defending against and settling such actions, suits, or proceedings.

17. DEMA agrees to procure and maintain or cause to be procured and maintained for not less than the duration of this Agreement at least the following types and amounts

of insurance for claims which may arise from or in connection with this Agreement, including the training of DEMA's students at Affiliating Institution:

A. Workers' Compensation Insurance and Employers Liability Insurance with limit of not less than \$1,000,000 per accident or disease; and

B. Commercial General Liability Insurance it and each of its students assigned to the Affiliating Institution, and Professional Liability Insurance, it and each of its instructors assigned to the Affiliating Institution with limits of not less than \$1,000,000 per occurrence and in the aggregate, endorsed to name Affiliating Institution as an additional insured. If Professional Liability Insurance is on a "claims-made" basis, then DEMA agrees to procure and maintain so-called "extended reporting" or "tail coverage" for a period of (x) two years after the termination of this Agreement and (y) the applicable statute of limitations for professional liability claims in the State of Michigan, whichever period is longer.

C. All self-insured retentions or deductibles will be the DEMA's sole responsibility. The above Commercial General Liability insurance policy and any replacements thereof, shall be endorsed to name Affiliating Institution as an additional insured. Evidence of the above insurance policies shall be provided to Affiliating Institution within 5 days of execution of this Agreement and on a continuous basis on a standard insurance form certificate, providing not less than 30 days' notice of cancellation, non-renewal or material alteration.

18. DEMA is responsible for the education of its students, including development and implementation of its curriculum. Subject to proper coordination with the Affiliating Institution's personnel, DEMA shall prepare and implement a comprehensive plan for the clinical education of its students.

19. Affiliating Institution or DEMA may withdraw any student from the program at any time if the qualifications, performance, or actions of such individuals is unsatisfactory or if an individual is disruptive or otherwise interferes with desirable work relationships within the Affiliating Institution. If, in the opinion of the Affiliating Institution or its agents, the health of the student may be detrimental to the health of the Affiliating Institution's patients or employees, the Affiliating Institution may remove that student. The above actions may be exercised summarily and without recourse.

20. The Affiliating Institution shall not be liable for any loss of or damage to the personal property of the faculty members or students while on the premises.

21. The Affiliating Institution shall retain overall responsibility for the care, treatment and safety of its patients and shall control the number of students permitted to participate under this Agreement. Affiliating Institution and DEMA will comply with all applicable statutes, rules and regulations respecting the maintenance of and release of information from such records, including HIPAA laws and regulations.

22. DEMA shall maintain all educational records and reports relating to the educational program at the Affiliating Institution. DEMA agrees to comply with all applicable statutes, rules and regulations respecting the maintenance of and release of information from such records.

23. In the performance of their respective duties and obligations under this Agreement, the students are independent contractors, and shall in no way be considered to be servants, agents or employees of the Affiliating Institution, nor shall they be entitled to any fringe benefits, Worker's Compensation, or any other rights that may be offered to Affiliating Institution employees. Affiliating Institution shall not utilize students for staffing purposes.

24. DEMA shall obtain prior to the clinical experience, and maintain on file each student's proof of negative criminal background check, negative TB test or chest x-ray results, and current hepatitis B immunization or declination form. DEMA shall provide on request of Affiliating Institution, a copy of the student's health form, including documentation of hepatitis B vaccination or declination.

25. The Affiliating Institution will assign a staff person to be a Clinical Educator, to be the primary liaison to the Managing Director at DEMA

26. DEMA will assign a faculty person to periodically monitor student performance by visiting the Affiliating Institution and/or monitoring student performance by phone.

27. The laws of the State of Michigan govern this agreement.

28. DEMA cannot assign this Agreement without the consent of Affiliating Institution, which consent can be withheld at Affiliating Institution's sole discretion. Affiliating Institution can assign this Agreement with prior written notice to DEMA

29. The Affiliating Institution agrees to provide general first aid arising from incident resulting from the Clinical Assignment, until student seeks own health care, at the cost customarily charged to the general public for such services. Students are responsible for any bills generated from illness or injuries resulting from the Clinical Assignment.

30. This Agreement constitutes the entire agreement of the parties. All prior arrangements of the parties, oral or written, are merged herein and shall be of not force and effect. This Agreement may not be modified, changed or amended except by an agreement signed by both the Affiliating Institution and DEMA

31. No provision of this Agreement will prevent any patient from requesting not to be a teaching patient or prevent the Affiliating Institution staff from designating any patient as a non-teaching patient.

32. The Affiliating Institution will cooperate with DEMA in the planning and the conduct of the students' clinical experiences, to the end that the students' clinical experiences may be appropriate in light of DEMA's experiential objectives.

33. The Affiliating Institution will provide appropriate clinical facilities and equipment for student experiences appropriate to their training program.

34. No provision of this Agreement will prevent the Affiliating Institution from refusing to accept any student or faculty member who has previously been discharged for cause as an employee of Affiliating Institution, who has been removed from or relieved of responsibilities for cause by Affiliating Institution, or would not be eligible to be employed by Affiliating Institution. The Affiliating Institution will notify DEMA in writing of its refusal to accept a student or faculty member and the basis therefore.

35. The Affiliating Institution may submit a written request to DEMA for the withdrawal of any student or faculty member from the program for a reasonable cause related to the need for maintaining an acceptable standard of patient care, and DEMA will immediately comply with such request. The written request from the Affiliating Institution will set forth the basis for the removal.

36. In the event that DEMA does not agree with the Affiliating Institution's refusal to accept a student or faculty member or request for withdrawal of a student or faculty member, it will promptly (in any event, not later than five (5) working days after the receipt of the written notice or request from the Affiliating Institution) provide the Affiliating Institution with a written statement setting forth the basis for any such arrangement.

37. The Affiliating Institution will hold DEMA harmless from an adjudicated liability stemming from DEMA's compliance with the Affiliating Institution's refusal to accept a student or faculty member or request for withdrawal of a student.

38. The Affiliating Institution will make available to students and faculty the use of its cafeteria, conference/ class rooms, dressing rooms, and library as available and as required by the educational program and without charge except for food consumed by the students and faculty members.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on its behalf as of the day and year first above written.

“(Livingston County EMS)”

By: _____

Date:_____

"Dorsey Emergency Medical Academy"


Kenneth Hamilton
Program Director/ Paramedic IC

Date:10/30/2020