

## Affiliation Agreement

This Affiliation Agreement (“Agreement”), effective **January 1, 2021** is by and between **Ascension Genesys Hospital (“School”)**, and **Livingston County EMS (“Provider”)**.

Both, the **School** and **Provider** are referred to as the **“parties”** collectively and individually as the **“party”** herein.

### RECITALS

**WHEREAS**, School is an acute care facility which can provide appropriate environment for non-clinical and clinical training/experience, including in the area of emergency medical services (“EMS”);

**WHEREAS**, School has “students” enrolled in its EMS training program (“Program”), which as part of their curriculum requires appropriate clinical rotational training/experience, and;

**WHEREAS**, the parties wish and intend this Agreement to set forth the terms and conditions under which they will from time to time, permit School EMS students to participate in clinical rotation at Provider’s facility.

**NOW THEREFORE**, in consideration of the premises, mutual promises, and undertakings of the parties set forth below, the parties agree as follows:

#### I. Educational Programs

- A. Responsibility for Programs. School is solely responsible for the Program’s curriculum planning, recruitment, and admission of qualified candidates, Program administration, matriculation requirements, and faculty appointments, competencies, and promotions, as required by applicable law, accreditation requirements, and School policies. School has the overall responsibility for the educational portion of the training/experience for each and all students placed at Provider and will be primarily responsible to periodically evaluate the Program as required by its guidelines and requirements of its applicable accrediting agencies with oversight over such a Program.
- B. Coordinators. School will provide a Program Director or designee for the Program. The Program Director will serve as a liaison between the School and Provider. Provider will provide a Coordinator to work with the School’s faculty regarding the rotation for the Program. The Program Director will work with the Coordinator regarding specific student placement, scheduling and educational objectives for each training/experience rotation.

- C. Student Discipline. School will have the sole responsibility for any student disciplinary actions or proceedings. Provider agrees to report to School any potential or actual disciplinary issues and will make reasonable efforts to assist in any investigation conducted by the School. School will at all times defend, indemnify, and hold Provider harmless from any and all claims and costs arising out of or related to the exercise of this School's responsibility, including all attorney fees.

II. Training/Experience Rotations at Provider. The term "rotation" as used in this Agreement will refer to clinical training periods at Provider. The term "student" shall include those individuals designated by the School as trainee, student, intern, or extern in the EMS Program affiliated with School. The School will, in consultation with the Provider, administer each rotation at School as follows:

- A. Coordination of Rotations. Provider will cooperate with the School in the planning and conduct of each student's rotation, so that the student's training/experiences are appropriate in light of the School's educational objectives. The parties will establish a hard copy or electronic form which will document the Program's rotations, including the name and number of students for each rotation period and it will be provided to the Provider Coordinator at least two (2) weeks before the beginning of each rotation. ■ Failure to have the prerequisites completed for any student will prevent or delay the commencement of any rotation.
- B. Student Prerequisites. Before each student's rotation, the School or each student will ensure that any prerequisites established by Provider are met prior to the scheduled rotation.
- C. Supervision of Students. Provider will provide qualified individuals ("preceptor(s)") to supervise each EMS rotation. School will require its Program faculty to be available to preceptors for collaboration and consultation as required between the parties. Nothing in this Agreement will prevent any patient from requesting not to be a "teaching" patient or prevent any preceptor from designating a patient as a nonteaching patient.
- D. Provider Rules, Regulations, and Policies. Provider will provide students an orientation of its facilities and will apprise them of all applicable rules, regulations, and policies that students will be required to comply with as a condition of continuing with their rotation at Provider. Provider will provide a copy of all applicable rules, regulations, and policies.
- E. Student Evaluations. Provider preceptors will provide School with written or electronic evaluation data for assigned students during the rotation as required by the Program accrediting agencies; however, School faculty will retain the sole responsibility for the overall educational evaluation of the students.

- F. Personal Property Loss or Damage. Provider shall not be liable in any manner for any loss of or damage to the personal property of the student, including any vehicle used by the student.
- G. Available Amenities and Services. Provider will make available to students the use of its cafeteria, scheduled conference rooms, and library as available and as required by the Program, without charge except for food consumed by the students. If a student is sent to occupational health, clinic, or hospital for emergency care, such student will be solely responsible for the costs and expenses of any care or treatment, including follow up care or treatment.

### III. Provider's Right to Accept and Remove Students

- A. Provider has the right to refuse to accept any student who: (i) has previously been discharged for cause as an employee of Provider, or (ii) was removed from or relieved of responsibilities for cause by Provider. The Provider will notify the School in writing of its refusal to accept any student and the basis for the refusal.
- B. Provider reserves the sole right to not schedule any rotation assignment in the event of resource shortages, constraints or other business exigencies which may occur during the period of this Agreement.
- C. Provider has the right to remove any student from its premises. Provider will notify the School in writing when it desires to remove any student for a reasonable cause related to the need for maintaining an acceptable standard of behavior or conduct, regardless as to whether it relates to patient care. The written request to the School will provide a basis for removal. Nothing herein shall restrict Provider's right from immediately removing a student from its premises where the student poses an imminent threat to the health or safety of the public or a patient, visitor, employee of Provider.

IV. Record Ownership and Disclosure. School will own and maintain all student evaluation records and reports which are completed by a student at the Provider as a result of a clinical rotation. Provider will have no responsibility respecting this documentation other than those specifically agreed upon reports from a preceptor which are necessary to the School's monitoring of a student's progress. Provider will refer all requests for records to the School. Provider agrees to comply with all applicable statutes, rules, and regulations respecting the maintenance of and release of information from such records.

V. Confidentiality. School will, including its employees, students, and agents to comply with all applicable laws regarding the privacy, security, and confidentiality of protected health information ("PHI") as the term is defined in the Health Insurance Portability and Accountability Act of 1996, the 2009 HITECH amendments, and related regulations, and will promptly (i) report to

Provider any actual or potential improper use of disclosure of PHI, and (ii) timely act to correct and/or mitigate any improper use or disclosure of PHI. This obligation will survive the termination of this Agreement. School will cause its students to comply with policies regarding access to patient information, including but not limited to policies regarding the proper use of computer assets and information security, as applicable. Each student must complete and demonstrate competency in the School's HIPAA training program.

VI. Term and Termination.

A. This Agreement is effective **January 1, 2021** for a period of one (1) year. This Agreement will automatically renew for another one (1) year period unless either party indicates in writing to the other party, at least thirty (30) days prior to expiration of the term, of its intention to not renew this Agreement.

B. This Agreement may be terminated at any time after initial execution, with or without cause, by providing the other party with thirty (30) days advanced written notice of termination, including the effective date of termination. Any student currently receiving instruction in a rotation at Provider will be given an opportunity to complete his/her rotation at Provider.

VII. Indemnification. School, including its directors, employees, agents and students, shall indemnify and hold harmless Provider, including its employees, and agents from any and all claims, liabilities, obligations and damages, including reasonable attorney fees, arising out of the School's acts or omissions occurring within the scope of its obligations under this Agreement.

Provider, including its governing body, employees, and agents, shall indemnify and hold harmless the School, including its employees, students, and agents from any and all claims, liabilities, obligations and damages, including reasonable attorney fees, arising out of Provider's acts or omissions occurring within the scope of its obligations under this Agreement **to the extent allowable by law.**

VIII. Insurance.

A. School. School will obtain and maintain general and professional liability insurance or self-insurance covering itself and its employees and students with policy limits of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate. Upon request, the School will provide to Provider certificates of insurance evidencing such coverage.

B. Provider. Provider will obtain and maintain general and professional liability insurance or self-insurance covering itself, its employees and its

Programs, with policy limits of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate.

Provider will obtain and maintain insurance covering property damage and bodily injury for all owned and leased motorized vehicles used during the clinical rotation, including without limitation, ambulances. No student will be allowed or required to operate any motorized vehicle during a rotation period.

C Cooperation. Subject to applicable law and the terms of the parties' respective professional and general liability insurance policies, each party shall cooperate with the other party in the investigation of complaints, claims, or regulatory matters. This may include making Provider employees, School employees and/or students available for interviews and to provide testimony in civil proceedings.

D Notice of Termination of Insurance Coverage. A party has the obligation to maintain all insurance applicable coverages during the period of this Agreement. In the event a party's applicable insurance coverage is terminated, not renewed, or minimum policy limits are not maintained, the other party shall be immediately notified and this Agreement shall terminate without penalty for the party receiving such notification.

IX. Independent Contractor. Although students in rotation at Provider will be considered to be applicable under the HIPAA requirements, each party to this Agreement is an independent contractor and as such is responsible only for its own respective conduct. This Agreement does not in any manner establish an expressed or implied partnership, joint venture, agent/principal relationship, or employer/employee relationship. No party has the authority or consent to legally bind the other party to legal obligations outside of the terms and conditions of this Agreement.

No student participating in any rotation at Provider will be considered or deemed to be an employee of Provider whatsoever, including but not limited to, for purposes of compensation, fringe benefits, worker's compensation, unemployment compensation, or obligations for withholding of income taxes. The tasks and duties which consist of a rotation assignment are solely in fulfillment of the academic requirements of such Program and will be performed under supervision. No student rotation will be used to replace or substitute for any employee of Provider.

X. Consideration. As consideration hereunder, the parties to this Agreement as part of each of their applicable charitable and educational purposes, and as such, there is to be no monetary consideration paid by either party under this Agreement.▪

XI. Miscellaneous.

- A. Compliance with Law. Each party will be separately responsible for its compliance with all federal and state laws, including anti-discrimination laws, which may be applicable to their respective activities under the Program, and each will hold the other party harmless from adjudicated liability as a result of its noncompliance of any such laws.
- B. Excluded Entity. Each party warrants and represents at the inception of this Agreement that neither it nor its employees have been or are about to be excluded from participation in any federal health care program (including, but not limited, to Medicare and Medicaid). During the period of this Agreement, a party will immediately notify the other party of its receipt of notice or knowledge that it has been excluded from participating in any federal healthcare programs. In the event of a party's exclusion, this Agreement will terminate immediately by the non-excluded party without penalty, notwithstanding any language elsewhere in this Agreement regarding any limitation on the right to terminate including, but not limited to, providing an advance written notice period for termination or for cause.
- C. Governing Law. This Agreement shall be governed in accordance with the laws of the State of Michigan.
- D. Severability. The invalidity or unenforceability of any term or provision hereof shall in no way affect the validity or enforceability of any other term or provision of this Agreement.
- E. Entire Agreement. This Agreement and any referenced exhibits or addenda consist of the entire agreement between the parties relating to the terms herein.
- F. Amendment. Any modification, change, or discharge of this Agreement may only occur by a prior written agreement between the parties.
- G. Waiver. A waiver by any party of any provision shall not serve as a basis for any subsequent waiver for any provisions of this Agreement.
- H. Assignment. This Agreement shall not be assigned, in whole or in part, by either party without the prior written consent of the other party.
- I. Non-Exclusive. Nothing in Agreement shall prohibit a party from entering into any affiliation agreement with another organization concerning the same or similar educational programs or rotations.

J. Third Party Beneficiary. No person or entity other than the parties to this Agreement shall be considered or deemed to be beneficiaries of any kind under the terms of this Agreement.

K. Survival. The following provisions of this Agreement shall survive and remain in effect subsequent to the termination of this Agreement: Section V, Section VII, Section VIII; and Section XI (K).

L. Notice. All notices, demands or other writings provided for under this Agreement shall be deemed to have been fully given when made in writing and either hand delivered or deposited in the United States mail, registered and postage prepaid, and addressed to the respective Parties as set forth below and/or at any other address or location approved in writing by the Parties.

Provider	School
Livingston County EMS David Feldpausch Director 1911 Tooley Rd Howell, MI 48855	Ascension Genesys Hospital EMS Education Christopher Patrello Manager EMS 1000 Health Park Blvd Grand Blanc, MI 48439

**IN WITNESS WHEREOF**, the parties have executed this Agreement by their duly authorized representative, all necessary approvals of each institution having been obtained.

SCHOOL	PROVIDER
Ascension Genesys Hospital EMS Education	Livingston County EMS
By: _____	By: _____
Its: _____	Its: _____