



HEARTLAND EDUCATION INC. TRAINING PROGRAM

CLINICAL AFFILIATION AGREEMENT

I. PARTICIPATING AGENCIES

This agreement between the institution Heartland Education Inc. (hereinafter referred to as the "Training Program"), and City of Broken Arrow (hereinafter referred to as the "Agency"), shall be effective from 12/14, 2023 and continue until terminated as provided herein.

II. PURPOSE OF THE AGREEMENT

The purpose of this agreement (hereinafter referred to as the "Agreement") is to provide clinical learning experiences for qualified Emergency Medical Services Students who are enrolled in the Training Program's Division of Health Science/Public Safety programs. (hereinafter referred to as "Participants").

III. GENERAL PROVISIONS OF AGREEMENT

- A. In accordance with provisions of Federal and State Laws regarding discrimination, both parties agree that there will be no distinction in employment or placement unless permitted by law because of race, sex, color, creed, age, national or ethnic origin, religion, marital status, veteran's status, disability or receipt of public assistance, and the parties agree to adhere to the provisions of Federal and State Laws regarding discrimination.
- B. This Agreement shall be subject to review and renewal annually by a letter of agreement, provided, however, that either party shall have the right to terminate this Agreement upon thirty (30) days advance written notice.
- C. The scheduling of a Participant's clinical experience with the Agency will be determined in advance by mutual agreement of the Training Program and the Agency based on the Participant's experience and training.

IV. SPECIFIC RESPONSIBILITIES OF THE TRAINING PROGRAM

The Training Program is responsible for the following:

- A. To designate a course coordinator or faculty member of the Training Program to act as liaison with the appropriate designated Agency personnel.
- B. To ensure that Participants have completed necessary requirements and prerequisites as established by the required course work in the Training Program's catalog.
- C. To inform Participants and faculty members of the Agency's policies and procedures prior to their participation in a clinical experience with the Agency and to make reasonable efforts to ensure that Participants and faculty members comply with such policies and procedures.
- D. The Training Program shall maintain liability and accident insurance with coverage limits satisfactory to the Training Program and Agency on all Participants and faculty members who participate in clinical experiences with the Agency, and such insurance shall provide primary coverages for professional negligence and misfeasance, accidental death and injury with respect to Participants and faculty members, and for inadvertent and wrongful disclosure of patient information. Such insurance shall be with one or more insurance companies reasonably acceptable to the Agency and in accordance with the provisions and requirements of any applicable laws of the State of Oklahoma. The Training Program shall provide to Agency acceptable certificates of insurance evidencing required insurance coverage, which shall include an endorsement if available from the insurance carrier which provides that such insurance shall not be modified, non-renewed or canceled except upon thirty (30) days prior written notice to Agency.

- E. To evaluate the clinical experience with the Agency's designated personnel.
- F. To ensure that Participants and faculty members who participate in clinical experiences with the Agency wear appropriate attire and adequate identification.
- G. To ensure that Participants and faculty members who interact with Agency's patients during a clinical experience comply with applicable health regulations and any safety or health requirements imposed by the Agency (e.g., TB skin test and Hepatitis B vaccinations).
- H. To provide course coordinator/faculty supervision of Participants who provide patient care, except in specific instances when other provisions are made with the Agency's personnel.
- I. To obtain prior written approval from the Agency before publishing any material relating to a clinical experience provided under this Agreement.
- J. To obtain a criminal background check with respect to each Participant and faculty member who may participate in a clinical experience with the Agency, and to provide proof of such background check and/or affidavit to the Agency.

V. SPECIFIC RESPONSIBILITIES OF THE AGENCY

- A. To provide one or more clinical experiences for Participants who are assigned to and who attend the program.
- B. To appoint a staff member to act as a coordinator and liaison with the faculty member designated by the Training Program for specification and implementation of clinical experiences.
- C. To provide an orientation to Participants and faculty members regarding the Agency's clinical operations, policies and procedures.
- D. To provide Participants and faculty members with a written copy of or electronic access to the Agency's relevant policies and procedures.
- E. To provide reasonable staff time for planning, with designated faculty members of the Training Program, suitable clinical experiences for Participants.
- F. To provide and maintain adequate qualified personnel to work with and supervise Participants who engage in one or more clinical experiences with the Agency.
- G. To retain responsibility for all care and duties performed while Participants provide services to Agency patients.
- H. To provide Participants and faculty members with reasonable conference room space, temporary storage space for personal effects, and instructional materials, as may be subsequently agreed.
- I. To provide supplies such as gloves and protective clothing as necessary for the Participant's or faculty member's protection. Also, Participants and faculty members should be informed of the location of these materials and have access to them whenever they are engaged in a clinical experience with a patient of the Agency.

VI. SPECIFIC RESPONSIBILITIES OF THE PARTICIPANTS

Participants assigned to work with the Agency through this agreement shall have the following responsibilities:

- A. To wear appropriate attire and identification while performing patient care for the Agency.
- B. To be informed of and comply with the Agency's policies and procedures.
- C. To obtain prior written approval of both parties to this Agreement before publishing any material related to the clinical learning experience provided under the terms of this Agreement.

VII. CONFIDENTIALITY

- A. The Training Program, its students, faculty, employees, agents, and representatives agree to keep confidential from third parties all information which relates to or identifies a particular Agency patient, including, but not limited to the name, address, medical treatment or condition, financial status, or any other personal information which is deemed to be confidential in accordance with applicable state and federal law and standards of professional ethics.

B. All patient records shall remain the property of the Agency. Retention and release shall be in accordance with applicable regulations, policies, and procedures. Access and use of patient information is restricted to only that which is necessary to provide appropriate medical treatment for the patient.

VIII. REQUEST FOR WITHDRAWAL OF PARTICIPANT

The Agency reserves the right to terminate the clinical experience of any Participant whose conduct or work with a patient or Agency personnel is not in accordance with the policies and procedures of the Agency or is detrimental to a patient or others. If the Agency should take such action, the Agency will provide the Program all information (except for information for which disclosure would violate privacy laws) used in its decision.

IX. MODIFICATION OF AGREEMENT

Modification of this Agreement may be made by mutual consent of the parties, in writing, and attached to this Agreement, and shall include the date and the signature of the parties agreeing to the modification.

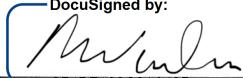
X. INVESTIGATION OF OCCURRENCES

Should a claim arise in which the Training Program and/or one of the Participants are involved, the Training Program or its duly authorized agent has the authority to participate in the investigation(s) and to request such information from the Agency as may be required in the defense of claims related to Participant or course coordinator actions.

INSTITUTION: Heartland Education INC.

BY: Dr. Bill Worden Title: Medical Director

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BY: _____ Date: 12/14/2023

AGENCY:

BY: Jeremy Moore Title: Fire Chief Date: 12/15/2023

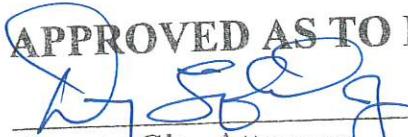
Jeremy K. Moore
CITY OF BROKEN ARROW

Please list who will be the point of contact for students to schedule clinical hours and the preferred contact information. This information will be shared with students.

Point of contact: EMS Major Tony McGill

Email: tmcgill@brokenarrowok.gov

Phone: 918-259-8360 ext 6215

APPROVED AS TO FORM:

Deputy City Attorney