



## **Clinical Affiliation Agreement**

### **Between City of Broken Arrow and Southwest EMS Academy**

This Agreement, by and between City of Broken Arrow (hereafter referred to as “PROVIDER”), located at 220 S. First Street Broken Arrow, OK 74012 and Southwest EMS Academy (hereafter referred to as SWEMSA.), located at 320 Southland Drive Burnet, TX 78611. SWEMSA and Provider may individually be referred to hereafter as a “Party” and collectively as the “Parties”.

#### **WITNESSETH**

WHEREAS, SWEMSA offers a certification program in Emergency Medical Services;

WHEREAS, PROVIDER offers a comprehensive outpatient acute care entity licensed in the State of Oklahoma;

WHEREAS, it is agreed by the Parties to be of mutual interest and advantage that the students of SWEMSA be given the opportunity to utilize PROVIDER as a setting for a clinical learning experience through the application of knowledge and skills in an acute care setting;

WHEREAS, no financial obligation will be incurred by either party as a result of this agreement;

WHEREAS, assignment of students will be made without regard for race, color, religion/creed, gender, sexual orientation, disabilities, or national origin;

WHEREAS, at no time will students be considered employees and therefore will not be eligible to receive payment for services rendered, replace an agency employee, or possess authority to enter any form of agreement, binding or otherwise, on behalf of the PROVIDER;

WHEREAS, medical care for any acute injury or illness students may experience while at PROVIDER will be immediately provided, and that cost for healthcare provided will be the sole responsibility of the student.

#### **ARTICLE 1**

##### **STATEMENT OF WORK**

SWEMSA and PROVIDER agree to work cooperatively in providing SWEMSA Emergency Medical Services students a clinical learning experience through the application of knowledge and skills in an acute care setting.



## **ARTICLE 2**

### **RESPONSIBILITIES**

#### **SWEMSA will:**

1. Establish guidelines for clinical eligibility;
2. Be responsible for the provision of classroom theory and practical instruction to students prior to clinical assignments;
3. Be responsible for selection of students entering the program;
4. Ensure students attend clinical orientation sessions as required by the PROVIDER;
5. In cooperation with PROVIDER, prepare clinical rotation schedules, ensure PROVIDER receives schedule, and ensure PROVIDER approves schedule prior to sending students;
6. Furnish PROVIDER, upon request, with proof of student's background and health to include:
  - a. Negative TB test,
  - b. Hep-B series or signed refusal,
  - c. Other immunizations (as required),
  - d. Drug Screening,
  - e. Background Screening
7. Ensure Confidentiality Statement(s) have been completed by each SWEMSA student prior to students entering clinical areas;
8. Furnish PROVIDER with a set of student objectives for each certification level during department rotations;
9. Adhere to the PROVIDER Communicable Disease Reporting guidelines and provide student education on blood borne pathogens during initial training;
10. Inform PROVIDER of any change in student(s) status during the scheduled clinical time;
11. Comply with PROVIDER request to remove student(s) should just cause exist. All students or faculty representing the SWEMSA EMS Education program shall be accountable to the PROVIDER Administrator of designee.



**PROVIDER shall:**

1. Assign a liaison to SWEMSA for purposes of scheduling clinical time;
2. Accept students assigned to the facility by SWEMSA staff;
3. Assist in evaluating students assigned to PROVIDER;
4. Under proper supervision allow/encourage “hands-on” experiences at Basic and Advanced levels appropriate to knowledge objectives for the level of training being provided;
5. Based on availability of clinical areas, allow student access to departments as dictated by knowledge objectives for level of student entering PROVIDER facility;
6. Initiate documentation of any student exposure and provide information and/or referrals as necessary to manage the situation;
7. Draw and process baseline blood samples where appropriate for communicable disease exposures;
8. Have ability to request removal of student(s) from clinical departments when conduct or performance is not in accordance with published PROVIDER policies or which is detrimental to patient care. PROVIDER will provide SWEMSA with written documentation of incident and will retain final authority on whether student(s) in question are allowed to continue rotations at the facility;
9. Agree that students may be unable to observe surgical procedures or deliveries without verbal permission of the patient.



### ARTICLE 3 TERM OF CONTRACT

This agreement shall begin on July 1, 2022 will expire on June 30, 2024. Both Parties reserve the right to terminate this agreement for reasonable cause or if it is determined the objective of the project cannot be accomplished. A Party wishing to terminate this agreement must notify the other Party in writing thirty (30) days in advance.

This agreement covers all stations operated by the City of Broken Arrow and any area where they City of Broken Arrow provides mutual aid.

### ARTICLE 4 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the State of Oklahoma.

THE UNDERSIGNED PARTIES BIND THEMSELVES TO THE FAITHFUL PERFORMANCE OF THIS AGREEMENT.

PROVIDER:

Southwest EMS Academy

By: Jeremy K. Moore

By: A Rowe

Name: Jeremy K. Moore

Name: Alexandra Rowe

Title: Fire Department Chief

Title: Program Coordinator

Date: 5/13/2022

Date: 05 / 11 / 2022

Approved As 5/11/2022  
To Form

Danny Littlefield

Danny Littlefield

Deputy City Attorney



5/16/2022

Curtis Green

City Clerk