



Appendix "A"
MEMORANDUM OF UNDERSTANDING
Prehospital Field Clinical Experience

_____ ("College")	Sierra Medical Services Alliance ("SEMSA")
Primary Contact: _____	Primary Contact: _____
Email: _____	Email: _____
Phone: (____) ____ - _____	Phone: (____) ____ - _____
Address: _____	Address: _____
City: _____ State: _____ Zip: _____	City: _____ State: _____ Zip: _____

This memorandum of understanding is executed on the ____ day of _____, ____ by and between Sierra Medical Services Alliance, hereafter "SEMSA", and _____, hereafter "COLLEGE".

Whereas, it is agreed by the above parties to be of mutual interest and advantage that COLLEGE's EMS (EMT or Paramedic) and/or Nursing students (hereafter, "STUDENT") be given the opportunity to utilize SEMSA's EMS services to obtain practical clinical field experience and training as a required part of the State California's requirement for such experience to be certified/licensed as an EMT, Paramedic, or RN.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by SEMSA and the COLLEGE, the parties do hereby agree as follows:

I. Responsibilities of COLLEGE:

- Ensures each STUDENT wishing to participate in the clinical field experience has met all applicable eligibility requirements of the COLLEGE's EMS/Nursing education program prior to assignment. This includes:
 - STUDENT has met the physical qualifications for participating in this activity
 - STUDENT has passed criminal background checks AND urine drug screening;
 - Documentation that the STUDENT has immunity to Measles/Rubeola, Mumps, Rubella, Tetanus/Diphtheria/Pertussis (Tdap), Polio, Varicella or Positive Varicella Titer and Hepatitis B (a Hepatitis B declination statement is acceptable in lieu of immunization);
 - STUDENT has been properly screened for Tuberculosis (documented 2-step initially, then annual) and the STUDENT does not currently have and is not treating for Tuberculosis;
 - STUDENT has received an annual flu shot or has signed a declination;
 - Verification of health insurance to cover injuries that STUDENTS may incur while engaged in the clinical field experience;
 - STUDENT has been fitted for a respiratory isolation device (i.e. N95 mask)
 - Signed release of information form for each STUDENT to allow Criminal Record Background Check, Urine Drug Screen, health and other pertinent data to be provided to the SEMSA upon request.
- Retain ultimate responsibility for the educational and practicum experience of the EMS/Nursing Program, including grading.
- Establish competencies to be addressed during the practicum experience.
- Design the practicum experience as prescribed by the COLLEGE curriculum.
- Suggest activities to enhance the practicum experience.
- Notify students of their responsibility to abide by the SEMSA policies, procedures, rules, and regulations.
- Provide SEMSA with course syllabus, expected outcomes, evaluation tools, and the practicum experience requirements.

- Provide SEMSA with documentation that each student in the program has met and obtained any necessary provisional State or local licensing to actively participate in the program.
- Maintain professional liability insurance of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate for STUDENTS participating in the program.
- Provide SEMSA with Certificate of Insurance that lists Sierra Medical Services Alliance and its business units (e.g., dba) as a named insured on the policy.
- Ensure each eligible STUDENT in COLLEGE's EMS/Nursing program has thoroughly read and signed a SEMSA 'Third Ride Participant Acknowledgement'.

II. Responsibilities of SEMSA

- Retain ultimate responsibility for patient care always.
- Ensures STUDENTS will not be used to provide services in place of SEMSA staff.
- STUDENT and faculty of COLLEGE are not employees and are not entitled to any compensation or benefits, including Workers' Compensation.
- SEMSA staff will cooperate with COLLEGE faculty to promote the success of the EMS/Nursing Program.
- Remove the STUDENT from further participation if he or she does not comply with SEMSA expectations or if SEMSA is concerned about safety or provision of patient care.
- Provide equipment & supplies necessary for the practicum experience.
- Share guidelines for developing competence in the practicum activities.
- Mentor STUDENTS in professional development.
- Provide input on STUDENT performance, including contribution to any evaluation required by COLLEGE's EMS/Nursing Program.
- Maintain insurance coverage in reasonable amounts and with such coverage as may be standard for the industry and geographic area.

III. Mutual Responsibilities

- Both SEMSA and COLLEGE shall maintain ongoing communication to coordinate the scheduling of academic and clinical field experience.
- SEMSA will designate an educational coordinator and COLLEGE will designate a faculty advisor who shall supervise the STUDENT while they are at SEMSA.
- Both SEMSA and COLLEGE will communicate clinical assignments for STUDENTS participating in the clinical field experience.
- In the event that scheduling conflicts arise, SEMSA reserves the right to resolve those conflicts on a case-by-case basis. Once STUDENTS have been placed on the clinical schedule, and approved by COLLEGE, STUDENTS will not be moved or bumped to provide clinical spots for other programs.
- Although a very rare occurrence, SEMSA reserves the right to move STUDENTS to less a busy EMS unit to accommodate new employee training during their orientation process.
- Both SEMSA and College will work together to maintain an environment which provides quality student learning
- Both SEMSA and COLLEGE shall require STUDENTS and faculty advisors to conduct themselves in accordance with SEMSA's rules and regulations. Upon request, SEMSA shall make such rules and regulations available to College, faculty members or participants for review as necessary.
- Either SEMSA and/or College may terminate any Student's or faculty member's assignment from the practicum experience when a Student or faculty member is unacceptable to SEMSA or College for reasons of health, performance, or for other reasons which, in SEMSA or College's reasonable judgment and to the extent allowed by law, cause the continued presence of such participant or faculty member at SEMSA to not be in the best interest of SEMSA or College. Any such action will be reported by either party orally and in writing to the other.
- Both SEMSA and College will not discriminate against any employee, applicant, or STUDENT enrolled in their respective programs because of age, color, national origin, race, religion, sex or handicap; provided such handicap does not preclude the STUDENT's physical and mental ability to participate therein.

- The STUDENT's clinical field experience is distinctly separate and apart from the participant's work responsibilities and schedule if STUDENT is employed by SEMSA. During time designated for the clinical field experience, SEMSA will not require STUDENT to engage in work-related activities.
- The clinical field experience is a hands-on clinical experience. STUDENT may engage in direct patient care under the direct supervision of the assigned Paramedic preceptor or Field Training Officer (FTO).
- All care provided will be in accordance with current standing SEMSA Clinical Protocols as established by the SEMSA Medical Director.
- Patient care may only be performed by STUDENT during the hours designated for their clinical field experience.
- If STUDENT or faculty advisor suffer a sudden illness or injury during the clinical field experience, SEMSA will provide emergency care and, if necessary, transport to an appropriate medical facility, at the STUDENT's or faculty adviser's own expense.
- If treatment is required beyond that of basic first aid, either STUDENT or COLLEGE shall be responsible for arranging such care or treatment and for all associated costs.

IV. Privacy (HIPAA Compliance)

- For purposes of this MOU, STUDENT and the faculty advisor are considered part of the SEMSA workforce for purposes of access to and disclosure of protected health information ("PHI as defined by 45 CFR 164.501 only). The STUDENT and faculty advisor shall respect the confidential nature of all information that they have access to in accordance with the policies and procedures of SEMSA and COLLEGE.
- COLLEGE shall require all STUDENTs and faculty advisors to comply with all relevant state and federal confidentiality laws, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), to the extent applicable. The COLLEGE and SEMSA agree with one another's operational, regulatory, licensure and accreditation requirements including but not limited to related surveys, audits and other reviews.
- COLLEGE agrees to provide students and faculty with copies of or access to SEMSA's policies and procedures relative to HIPAA.
- COLLEGE and SEMSA acknowledge that students and faculty may use patients' personal health information for educational purposes at the Hospital and as permitted by HIPAA. Information removed from the SEMSA for educational use must be appropriately de-identified as that term is defined in 45 CFR 164.514. Information removed for other purposes as permitted by HIPAA must be removed in a manner approved in writing by the SEMSA prior to removal. Identifiable information removed as permitted by HIPAA may not be used beyond the original purpose unless it is appropriately de-identified as that term is defined in 45 CFR 164.514. Identifiable information as removed by HIPAA must be destroyed or rendered de-identifiable as soon as practicable once the original purpose for the removal has been satisfied.

V. It is further understood that:

- This agreement will remain in full force and effect for a period of one (1) year and will automatically renew. Unless terminated by either party or a mutual decision by both SEMSA and COLLEGE.
- If either party wishes to terminate this MOU, written notice will be given to the other party at least thirty (30) days in advance of such termination. Reasonable efforts will be made to provide STUDENTs presently participating in the clinical field experience at SEMSA will have the opportunity to complete the experience.
- Any amendments or modifications to this MOU must be in writing and by mutual consent.
- This MOU will be interpreted and constructed by the laws of the State of California.
- If any provision of the MOU is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this MOU, the legality, validity, and enforceability of the remaining provision shall not be affected thereby.
- Under this MOU, the relationship of the parties will be that of independent contractors. Neither party shall exercise control over the method, manner, or means by which the other performs its duties.
- Any addendums or amendments to this agreement are made a part of this MOU by reference.
- This MOU cannot be assigned without written approval of both parties.
- Attached STUDENT documents are incorporated by reference: SEMSA HIPAA policy; SEMSA Drug and Alcohol-Free Workplace policy; SEMSA Third-rider Policy; SEMSA Third-Rider Agreement and Release; SEMSA Third-Rider Checklist.
- SEMSA requests the privilege of meeting either individually or in class for a brief orientation session and the purpose of agreement completion prior to the start of the clinical field experience.

In witness thereof, this MOU in entered into the ___ day of _____, 20__.

_____ (“COLLEGE”) Sierra Medical Services Alliance (“SEMSA”)

Address: _____ PO Box 18920

City: _____ State: _____ Zip: _____ Reno, Nevada 89511

Signature

Signature

Name (Print)

Name (Print)

Title

Date

Title

Date