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Clinical Student Agreement between Scotland County Emergency Medical Services and Raven Advisory, LLC.

## **PARTIES**

- A. Raven Advisory, LLC

  1. Sheffield Ford, CEO

  2. Fayetteville, NC; 910-758-8084
- Scotland County Emergency Medical Services
  - Robert Sampson, Director
  - Laurinburg, NC; 910-266-4321

## II. RECITALS

A. AGREEMENT: This agreement is made and entered into this day of Hugust between Scotland County Emergency Medical Services, hereinafter known as Scotland EMS, and Raven Advisory, LLC, hereinafter known as Raven.

PURPOSE: The purpose of this agreement is to provide quidelines regarding the clinical experience of students enrolled in Emergency Medical Responder (EMR), Emergency Medical Technician (EMT), Advanced Emergency Medical Technician (AEMT), Paramedic, or Advanced Paramedic programs offered by Raven. It is to the mutual benefit of Scotland EMS and Raven to provide satisfactory clinical experiences for students enrolled in the programs at Raven. Scotland EMS and Raven agree to the following provisions

REPLACING STAFF: Students assigned to Scotland EMS will have the status of "learners" and will not replace Scotland EMS's staff employees or have final responsibility for patient care. Scotland EMS will maintain at all times a sufficient level of staff employees to carry out its regular duties and, when appropriate, to provide adequate supervision of students. Scotland EMS will retain complete responsibility for patient care. It is the expectation and desire of the parties that students will observe, assist, and apply skills and techniques in accordance with their abilities and skills, as developed during the course of their study.

EMPLOYMENT EXPECTATIONS: Students will be treated as trainees who have no expectation of receiving

compensation or future and overnent from Scotland EMS.

BENEFITS: It is understood and agreed that students are not employed by Scotland EMS and therefore are not eligible for employee benefits including Workers' Compensation, life insurance, health insurance, or retirement benefits. Raven will provide Workers' Compensation for Raven faculty and students in connection with their activities under this contract.

4. NON-DESCRIMINATION: Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status, or national origin.

EXPENSES: Scotland EMS shall have no responsibility to Raven for any expense, meal cost, laundering costs, or medical expense of any student participating in any ways connected with or relating to such student's participation, including any illness contracted while participating.

DAMAGE: All breakage, loss or waste of supplies, damage to facilities or equipment, and all damage to Scotland EMS's property resulting from any act or omission of any student in the program shall be reported by Scotland EMS

to Raven.

7. INJURIES: Scotland EMS will provide or refer for emergency medical treatment for any students (and faculty, if applicable and students). plicable) in the event of accident or injury during assigned clinical experience. Raven will provide Scotland EMS with the name, phone number, and address of Raven's Worker Compensation carrier in the event of a student or faculty

INSURANĆE: All students and other participants pursuant to this agreement shall have and maintain at no cost or expense to Scotland EMS general liability and professional malpractice insurance for any act or omission of any Rayen participant in the program having minimum coverage limits of \$1,000,000 per person and \$1,000,000 per occurrence for any and all claims made or arising out of event occurring during the term of the agreement. Raven shall provide written assurance to Scotland EMS upon request.

CONFIDENTIALITY: The confidentiality of patient records and student records will be maintained at all times.

 POLICIES: Students are subject to the policies and regulations of <u>Scotland EMS</u>, and during clinical assignments, students will abide by the standards set for <u>Scotland EMS</u>'s employees in matters relating to patient care, along with Scotland EMS's practices, protocols, and policies, including confidentiality of all patient and employee related information.

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11. SAFETY TRAINING: Raven agrees to provide "core" Health Insurance Portability and Accountability Act (HIPAA), blood borne pathogen / standard precautions, and fire safety training, if required, to meet Scotland EMS's requirements. Training will be provided by Rayen to students and faculty as needed. Rayen will provide to Scotland EMS a list of completed trainings and related student names upon request.

12. DISPOSABLE SAFETY EQUIPMENT AND RESPIRATORY PROTECTION: Scotland EMS will provide disposable safety equipment to students as needed such as N95 masks and disposable gloves. If required,

- Raven will perform qualitative fit testing of students for respiratory protection with a N95 mask.

  13. UNIFORM AND NON-DISPOSABLE SAFETY EQUIPMENT: While working with Scotland EMS, students will dress professionally in a uniform that is mutually agreed upon by both agencies. Uniform provided by students typically includes polo shirt, pants, and boots. If scrubs are required, scrubs shall be provided by Scotland EMS. Students will display a photo ID issued by Raven while performing clinical rotations. In the interest of student protection during education activities, students on the scene of motor vehicle collisions or in other potentially hazardous environments will wear a Personal Protective Ensemble (PPE) as indicated by <u>Scotland EMS</u>'s guidelines for PPE usage which might include reflective vest, helmet, or other PPE. Such PPE will be provided by and returned to Scotland EMS
- 14. VACCINATIONS: Raven will provide Scotland EMS with verification of student negative TB test and immunization status upon request. Raven requires all students to be vaccinated (at least the first round of vaccinations, if multidose) for the following:

Measles, Mumps, Rubella, and Rubeola (MMR)

Seasonal influenza (if between November and February),

Hepatitis B, and

Tetanus, Diptheria, and Pertussis (TDAP).

15. OTHER VERIFICATIONS: Raven will provide Scotland EMS with verification of student current CPR certification, criminal background check, and urine drug screen results, if requested.

16. ORIENTATION: Scotland EMS's personnel will orient Raven's faculty with Scotland EMS's policies and practices

prior to the arrival of students for field assignments.

- 17. SCHEDULING: Scotland EMS shall determine the maximum allowable number of participants at any one time in any clinical setting and communicate that number to Raven faculty. Upon student requesting a shall have nacture by will coordinate with Scotland EMS. To communicate student name, clinical site location, and shift information to confirm deconfliction and scheduling. Raven and Scotland EMS shall meet periodically at mutually convenient times throughout the term of this agreement to coordinate routine administrative matters incident to this agreement.
- 18. CLINICAL COORDINATOR: Both Raven and Scotland EMS will designate an appropriate staff member to coordinate educational activities. Raven faculty will retain overall responsibility for the selection of appropriate learning experiences for students and the evaluation of student performance.

19. PRECEPTORS: Scotland EMS will designate specific staff as preceptors or Field Training Officers (FTOs) to

- facilitate students' learning during agreed upon clinical terms.

  a. NON-AMBULANCE PRECEPTORS: Students in hospital settings or other non-ambulance settings should be assigned a preceptor that is identified by <a href="Scotland EMS">Scotland EMS</a> as an employee who is an experienced practitioner and instructor for new hires and students to facilitate learning experiences.

  AMBULANCE FIELD EXPERIENCE FTOS: Students riding on ambulances (not performing as team
- lead) should be assigned an FTO that is identified by Scotland EMS as an employee who is an experienced practitioner and instructor for new hires and students to facilitate learning experiences.
- AMBULANCE FIELD INTERNSHIP MENTORS: Paramedic students riding on ambulances in the final phase of their training must ride with an assigned mentor for the specified number of calls and with FTOs for the remainder of their field internship time. Field internship time is where the student acts as team lead. All mentors and FTOs in this phase must have documented preceptor training. Such documentation shall be provided to Raven by Scotland EMS upon request. If Scotland EMS does not have formal preceptor training, Raven can provide access to free online education.

20. ACCREDITATION SITE VISIT: Scotland EMS will maintain all standards that make it eligible for approval as a clinical site for instruction in a state-accredited program. Scotland EMS will permit authorities responsible for accreditation of Raven's curriculum to inspect Scotland EMS clinical facilities and services as necessary.

21. STUDENT DISCIPLINE: Students may be permanently dismissed from participation in clinical experiences at Scotland EMS after the appropriate disciplinary policies and procedures of Scotland EMS have been followed. Scotland EMS may require any student to immediately leave its premises if Scotland EMS reasonably believes the student poses an immediate threat or danger. Scotland EMS and Raven will immediately notify the other of the re-

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moval of a student form clinical sessions. If Scotland EMS is providing notice to Raven, it will provide an explanation of the basis for removal.

- C. DELAY: The delay or failure of performance by either party will not constitute default under the terms of this agreement, nor will it give rise to any claims against either party for damages. The sole remedy for breach of this agreement will be immediate termination.
- D. This agreement will in no way be interpreted as creating an agency or employment relationship between the parties.

A. This agreement may be terminated by either party upon written notice to the other given not less than thirty (30) days in advance. Until such notice is given, this agreement will automatically renew annually.

EXECUTION	
<ol> <li>In witness thereof, the parties have executed this agreement.</li> </ol>	
For Scotland County Emergency Medical Services:	
halt Jamps - Director	8/21/24
For Rayen Advisory, LLC:	
Sheffield Ford (Sep 10, 2024 08:37 EDT)	09/10/24
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