**CONSORTIUM SPONSORSHIP**

**of a**

**PARAMEDIC PROGRAM**

**SAMPLE AGREEMENT**

**Explanation - Standard I. B**

A consortium is an entity consisting of two (2) or more members that exists for the purpose of operating a Paramedic educational program. The members have joined together to share resources to sponsor the Paramedic program. A consortium that meets Standard I.B must include at least one member that meets the requirement of a sponsoring institution as described in Standard I.A.

A consortium is a separate entity and, therefore, must have its own decision making board or governing committee, and chief executive officer (CEO). A single line of responsibility from the CEO, who commonly is the Chair of this governing (or coordinating) Committee, to the program director is strongly recommended.

In all cases, the consortium must have a formal, written affiliation agreement or memorandum of understanding, which delineates governance and lines of authority. There are no requirements as to how these responsibilities need be divided; compliance is demonstrated with a thorough document that is signed by the CEO’s of each of the consortium members.

The Consortium must also have written policies and procedures to follow. Usually, the governing body of the Consortium meets routinely (e.g. at least annually) and creates policies to be followed by program personnel.

A sample consortium agreement is below. This sample is intended to provide an example of provisions related to the CAAHEP [*Standards and Guidelines for the Accreditation of Educational Programs in the Emergency Medical Services Professions*](http://www.coaemsp.org/documents/Standards.pdf). **It does not in any way represent the legal language that may be required or desired between the consortium members**. Please contact George W. Hatch Jr., EdD, LP, EMT-P, Executive Director at 214-703-8445 Ext 112 or george@coaemsp.org with any questions about establishing and operating a consortium sponsor.

Also, a consortium sample organizational chart is included at the end of this document.

This sample consortium agreement is presented as a guide to some of the provisions that may be entered into by the members. CoAEMSP does **not** represent that this sample document is sufficient to meet legal requirements of any jurisdiction, government agency, or relationship between the members. All members entering into a consortium agreement should seek appropriate legal counsel. The specific divisions of responsibilities in this sample are illustrative of the manner in which members may cooperate, but are not prescriptive. Questions about a consortium agreement relative to the *Standards and Guidelines for the Accreditation of Educational Programs in the Emergency Medical Services Professions* may be directed to the CoAEMSP Executive Director.

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Consortium Agreement Between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [member #1]

and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. [member #2]

This Memorandum of Understanding is for the creation of a sponsor for a Paramedic education program known as the *[insert name of consortium, such as ABC Hospital/XYZ Ambulance Company Consortium for Paramedic Education],* hereinafter referred to as “Consortium”, between *[insert name of member #1]* and *[insert name of member #2]* entered into this \_\_\_\_\_ day of *[month] [year].*

I. REASON FOR AGREEMENT:

Purpose: The purpose of this agreement is to create a consortium sponsor between *[insert name of member #1]* and *[insert name of member #2]*. so as to provide a Paramedic education program, including didactic, laboratory, hospital, and field internship learning experiences for Paramedic students.

Whereas, both parties desire to jointly establish a consortium between *[insert name of member #1]* and *[insert name of member #2]* that will permit the sponsorship of a Paramedic educational program in accordance with *the Standards and Guidelines for the Accreditation of Educational Programs in the Emergency Medical Services Professions* (“Standards”) of the Commission on Accreditation of Allied Health Education Programs (CAAHEP) that includes didactic, laboratory, hospital, and field internship learning experiences, thereby preparing competent entry-level Emergency Medical Technician-Paramedics in the cognitive (knowledge). psychomotor (skills), and affective (behavior) learning domains,

Now therefore, in contemplation of this relationship between the parties and in consideration of the mutual covenants contained herein, the parties mutually agree as follows:

II. JOINT RESPONSIBILITIES:

1. The governance of the Consortiumshall be a *[insert total number of Board members]* member Board of Directors comprised of *[insert number]* representatives from *[insert name of member #1]* and *[insert number]* representatives from *[insert name of member #2]*. The Board shall meet at least annually and be responsible for:

(a) Approving the Goal(s) and Learning Domains of the Paramedic educational program in accordance with Standards II.A and II.C.

(b) Designating the program Advisory Committee in accordance with Standard II.B.

(c) Designating the Program Director in accordance with Standard III.B.1.

(d) Designating the Medical Director(s) in accordance with Standard III.B.2.

(e) Designating the faculty and instructional staff in accordance with Standard III.B.3., or delegating that designating authority to the *[insert title and affiliation of individual]*.

(f) Ensuring that the educational program has adequate resources in accordance with Standard III.

(g) Approving the curriculum of the program in accordance with Standard III.C.

(h) Ensuring that the provisions of fair practices are met in accordance in Standard V.

(i) Ensuring all activities of the educational program meet the *Standards* in accordance with Standard I.C.

(j) Establishing policies that govern the operation of the Consortium and the educational program.

(k) Setting the number of students to be admitted to the educational program.

(l) Establishing formal affiliation agreements or memoranda of understanding between the Consortium (sponsor) and all other entities that participate in the education of the students describing the relationship, role, and responsibilities between the sponsor and that entity in accordance with Standard V.F.

(m) Ensuring the periodic assessment of the program’s effectiveness in achieving its stated goals and learning domains, and reporting such results in accordance with Standard IV.B.2.

(n) Maintaining minutes of all meetings of the Board of Directors, including documentation of fulfillment of its role and responsibilities.

2. The Board of Directors shall have a Chairperson and Vice-Chairperson elected by and from the board.

3. The Program Director shall report to the *[insert title of position]* of *[insert name of member #1 or member #2, whichever applies]*.

4. The curriculum shall meet the requirements of the *Standards and Guidelines for the Accreditation of Educational Programs in the Emergency Medical Services Professions*.

5. *[insert name of member #1]* and *[insert name of member #2]*.agree that meetings between the Program Director and appropriate faculty members may be held at least monthly to ensure the curriculum effectiveness of the program as well as the fulfillment of the other responsibilities designated in Standard III.B.1.a. Meetings may be held more frequently, and may be by email and/or telephone conversations.

6. *[insert name of member #1]* will provide qualified instructors for the following program courses: *[insert course numbers and titles]*. *[insert name of member #2]* will provide qualified instructors for the following program courses: *[insert course numbers and titles]* These instructors shall be given faculty appointments to *[insert name of educational institution, if applicable]* and shall be under the direction of the Program Director and *[insert title of position]* of *[insert name of member #1 or member #2, whichever applies]*.

7. The tuition and fees for the program shall set in accordance with *[insert the manner by which tuition and fees are determined for the program]*, with subsequent review and approval by the Board.

8. Selection to the Paramedic program shall be based on criteria as set forth in the Paramedic program *Student Manual* and/or other official publications. Each student must consent to exchange of educational information in accordance with the Family Educational Rights and Privacy Act of 1974, as amended. Although *[insert name of member #1]*. shall obtain all required consents, *[insert name of member #2]* shall have the right to rely on such consents and to obtain copies of such consents upon request.

9. *[insert name of member #1]* shall provide classrooms, equipment, and supplies for all courses it provides in the Paramedic curriculum. *[insert name of member #2]*  shall provide classrooms, equipment, and supplies for all courses it provides in the Paramedic curriculum.

**NOTE: The following provisions are examples only. They are in no way intended to supplant existing policies and procedures of any members of the consortium. Further, the following provisions are not intended in any way to represent the required or desired legal language of an agreement in any jurisdiction.**

10. *[insert name of member #1]* and *[insert name of member #2]* shall abide by all applicable State and Federal nondiscrimination laws. There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, disability or veteran’s status in either the selection of students for participation in the educational program, or as to any aspect of the educational program; provided, however, that with respect to disability, the disability must not be such as would even with reasonable accommodation, in and of itself, preclude the student’s effective participation in the clinical program. Neither *[insert name of member #1]* nor *[insert name of member #2]* guarantees acceptance of a specific number of students.

11. The Parties agree that during the student’s enrollment in the consortium program *[*and at *(insert name of post-secondary academic institution, if applicable)]*, the faculty and staff of both members shall be responsible for evaluation of the students’ performance in accordance with established academic and clinical guidelines. A student whose performance does not meet these established guidelines may be subject to academic probation or, if deemed necessary by the Program Director, dismissed from the program. A student has the right to due process, and may appeal such dismissal as provided for in the *Student Manual* and/or other official publication(s).

12. The students shall pay all tuition and fees to *[insert name of member #1 and/or member #2]* as well as be responsible for their books, uniforms, meals, and housing while enrolled in the program. Upon successful completion of all academic and other program requirements, a certificate will be awarded by the *[insert name of consortium.]*

13. Each student is required to complete health requirements as set forth in the *Student Manual* and/or other official publication(s) prior to commencement in the hospital/field activities of the program. Each student shall be required to provide proof of required immunizations as set forth in the *Student Manual* and/or other official publication(s), and must be able to perform his/her activities in the program in such a manner as to not pose a direct threat to the health or safety of others.

14. Both parties shall review this Agreement each year. Modification in the Agreement may be made by mutual consent at any time, so long as such modification is in writing and is signed by officials of all members. Either party may terminate this Agreement provided that three (3) months notice is given in writing. In the event of termination of the Consortium it is understood that all students in good standing will have the option of completing the Paramedic program under the conditions then in effect.

15. If either party receives notice of possible loss of accreditation, that party shall be required to notify the other party in writing within five (5) working days. *[insert name of member #1 or member #2]* shall within a reasonable period of time notify all students attending the program of such loss or impending loss.

16. Unless either party gives written notice for termination of the Agreement, then this Agreement shall be automatically renewed each year for a period of one year.

17. *[insert name of member #1]* and *[insert name of member #2]* acknowledge and agree that neither party shall be responsible for any loss, injury or other damage to the person or property of any student or faculty member participating in the didactic, laboratory, hospital, or field internship training at any facility of *[insert name of member #1]* or *[insert name of member #2]* unless such loss, injury, or damage results from the negligence or willful conduct of that party, its agents, officers, or employees.

18. This Agreement is intended solely for the mutual benefit of the parties hereto, and there is no intention, express or otherwise, to create any rights or interests for any party or person other than *[insert name of member #1]* and *[insert name of member #2]*; without limiting the generality of the foregoing, no rights are intended to be created for any patient, student, parent or guardian of any student, spouse, next of kin, employer or prospective employer of any student.

19. Neither party is an agent, employee or servant of the other. *[insert name of member #1]* and *[insert name of member #2]* acknowledge and agree that students participating in the didactic, laboratory, hospital, and field internship training of the Consortium program are not employees of *[insert name of member #1]* or *[insert name of member #2]* by reason of such participation, and that neither party assumes any responsibilities to the student participants that may be imposed upon an employer under any law, regulation, or ordinance. Student participants shall in no way hold themselves out as employees of *[insert name of member #1]* or *[insert name of member #2].*

20. No provision of this Agreement shall prevent any patient from requesting not to be a teaching patient or prevent any member of *[insert name of member #1 and/or member #2, if applicable]* from designating any patient as a non-teaching patient.

21. This document contains the entire understanding between the parties with respect to the Paramedic program sponsored by the Consortium and merges within it any and all prior and/or contemporaneous negotiations, understandings, agreements, and representations, whether oral or written. This Agreement supersedes any and all prior and/or contemporaneous representations, negotiations, promises, covenants, or discussions, if any, between the parties related to a Paramedic program sponsored by the Consortium.

IN WITNESS THEREOF, the undersigned duly authorized representatives of the parties have executed this Agreement.

 *[Insert name of member #1] [Insert name of member #2]*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CEO CEO

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Date

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Sample Programmatic Organization Chart

**Consortium Sponsor (Standard I.B)**

 *[insert name of consortium]*\_ Consortium

(Consortium agreement delineating governance and lines of authority)

Paramedic Program

Other Member(s)

*[Name of member #2]*

Sponsoring Institution

Member (Standard I.A.\_\_)

*[Name of member #1]*

“Day-to Day” Supervision

*[Name, Credentials]*

Consortium Governing Committee

(Standard I.B)

*[Names, Credentials] of Member 1 Reps*

*[Names, Credentials] of Member 2 Reps*

Program Secretary

*[Name, Credentials]*

Paramedic

Program Director

*[Name, Credentials]*

Paramedic

Clinical Coordinator (if applicable)

*[Name, Credentials]*

\* The program director may be the faculty rep.

\*\* The Medical Director may be the physician rep.

Program

Advisory Committee

Representatives of (minimum):

 Students

 Graduates

 Faculty\*

 Sponsor Administration

 Hospital/clinic reps

 Physicians\*\*

 Employers

 Police & Fire Services

 Key governmental officials

 Public

 Program Director\*

 Medical Director\*\*

Field Internships and

Faculty/Preceptors

*[Names, Credentials]*

*[Names, Credentials]*

Full- and Part Time

Didactic / Laboratory Faculty

*[Names, Credentials]*

Hospital Affiliates and

Faculty/Preceptors

*[Names, Credentials]*

*[Names, Credentials]*

Medical Director(s)

*[Name(s), Credentials]*