**Consortium Sponsorship**

**of an Advanced Emergency Medical Technician or a**

**Paramedic Program**

**Sample Agreement**

**Explanation - *Standard* I.A.5**

A Consortium is an entity consisting of two (2) or more members that exists for the purpose of operating an Advanced Emergency Medical Technician (AEMT) or Paramedic educational program. The members have joined together to share resources to sponsor the program. A Consortium that meets *Standard* I.A.5 must include at least one member that meets the requirement of a program sponsor as described in *Standard* I.A.1-4.

A Consortium is a separate entity and, therefore, must have its own decision-making or governing body that appoints a Chair. A single line of responsibility from the Chair of this governing body to the Program Director is strongly recommended.

In all cases, the Consortium must have a formal, written memorandum of understanding, which delineates governance and lines of authority. There are no requirements as to how these responsibilities need to be divided; compliance is demonstrated with a document that is signed by a representative of each of the Consortium members. This agreement serves as the policies for the Consortium. In addition, the Consortium must ensure that in fulfilling its responsibilities, the program has established and adheres to written policies and procedures specific to the operation of the program. The governing body of the Consortium meets at least annually and oversees the program operation. Minutes of these meetings must detail the governing body’s discussions and decisions.

The program sponsor can select any name for the program but program materials, such as the catalog, student manual, and website must list all the Consortium member names. The name for a consortium program may not reflect the name of only a single member. A single member name may be used however if the name includes ‘Consortium.’

A sample statement for program materials such as the catalog, student manual, and website follow. [This statement should be modified to reflect the status of the non-institutional accredited sponsor member.]

This agreement to form a Consortium Program Sponsor for the AEMT or Paramedic Program is between ‘XXX and XXX which is institutionally accredited by the XXX, an institutional accrediting body.’

A sample Consortium agreement follows. This sample is intended to provide an example of how provisions related to the CAAHEP *Standards and Guidelines for the Accreditation of Educational Programs in the Emergency Medical Services Professions* can be incorporated into the Consortium agreement.

A sample Consortium 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 part of an agreement between consortium partners. nto 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, George W. Hatch Jr., EdD, LP, EMT-P, Executive Director at 214-703-8445 Ext 112 or george@coaemsp.org.

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**NOTE**: the sample agreement assumes that there are two (2) members of the Consortium. If there are additional members, adjust the language throughout the document to reflect all members.

**NOTE**: the sample agreement is based on the 2023 CAAHEP *Standards and Guidelines*

*for the Accreditation of Educational Programs in the Emergency Medical Services Professions*.

**Consortium Agreement**

 **Between**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [member #1]**

**and**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [member #2]**

This Memorandum of Understanding creates a sponsor for a/an (AEMT or Paramedic) educational program known as the *[insert name of the Consortium],* 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* to provide a/an (AEMT or Paramedic) educational program, including didactic, laboratory, hospital, and field internship learning experiences for AEMT or 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 an AEMT or 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 (AEMT or 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 members]* member governing body comprised of *[insert number]* representatives from *[insert name of member #1]* and *[insert number]* representatives from *[insert name of member #2]*. The governing body shall meet at least annually and be responsible for:

(a) Approving the goal(s) and learning domains of the AEMT or Paramedic educational program in accordance with *Standard* II.A.

(b) Approving the program Advisory Committee membership in accordance with *Standard* II.B.

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

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

(e) Approving the faculty and instructional staff in accordance with *Standard* III.B.5. 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 with *Standard* V.

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

(j) Ensuring that policies are established that govern the operation of the educational program.

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

(l) Establishing which member *[insert name of member #1 or member #2, whichever applies]* is responsible for maintaining formal affiliation agreements, including clinical and field internship or other agreements 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, learning domains, and reporting such results in accordance with *Standard* IV.B.

(n) Maintaining minutes of all meetings of the governing body, reflecting fulfillment of its roles and responsibilities.

2. The governing body shall appoint a Chairperson and Vice-Chairperson from its members.

1. Named representatives to the governing board may designate alternates to attend meetings on their behalf, with full authority to participate and vote.

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

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

6. *[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 electronic conversations.

7. *[insert name of member #1]* will provide qualified instructors for the following program courses: *[insert program or course numbers and titles]*. *[insert name of member #2]* will provide qualified instructors for the following program courses: *[insert program or course numbers and titles].* These 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]*. *[Applicable if both members provide courses or segments of the instructional program]*.

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

9. Admission to the AEMT or Paramedic program shall be based on criteria as set forth in the AEMT or Paramedic program catalog, student manual, website,or other official publications. Each student must consent to the 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.

10. *[insert name of member#1]* shall provide classrooms, equipment, and supplies for all courses it provides in the AEMT or Paramedic curriculum. *[insert name of member #2]* shall provide classrooms, equipment, and supplies for all courses it provides in the AEMT or Paramedic curriculum. *[Applicable if the members offer distinct segments of the program].*

11. A member that meets the requirements of a Standard 1.A.1 program sponsor must notify their institutional accreditor of the Consortium agreement, specifically regarding the assignment and location of instructional responsibilities and provide a copy of such notification to all Consortium members.

**NOTE: The following provisions are examples only. They are not intended to supplant existing policies and procedures of any members of the Consortium. Further, the following provisions are not intended to represent the required or desired legal language of an agreement in any jurisdiction.**

11. *[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.

12. The Parties agree that during the student’s enrollment in the program, the faculty and staff of Consortium 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 and Medical Directors, dismissed from the program. A student has the right to due process and may appeal such dismissal as provided for in the student manualand/or other official publication(s).

13. The students shall pay all tuition and fees to *[insert name of member]*. Upon successful completion of all academic and other program requirements, a [insert title of credential] will be awarded by the *[insert name of Consortium]*.

14. 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 manualand/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.

15. 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 by providing *[insert number of days/months]* notice is given in writing to the other party. In the event of termination of the Consortium it is understood that all students in good standing will have the option of completing the AEMT or Paramedic program under the conditions then in effect.

16. 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.

1. 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.
2. *[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.

20. 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.

21. 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].*

22. This document contains the entire understanding between the parties with respect to the AEMT or 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 the AEMT or 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]*

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

Authorized Representative Authorized Representative

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

Date Date

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Sample Consortium Organization Chart

**Consortium Sponsor (*Standard* I.A.5)**

 *[insert name of the Consortium]*

(Consortium agreement delineating governance and lines of authority)

**AEMT or Paramedic Program**

Other Member(s)

*[Name of member #2]*

Sponsoring Institution

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

*[Name of member #1]*

Program Director Supervisor

*[Name, Credentials]*

Consortium Governing Body

(*Standard* I.A.5)

*[Names, Credentials] of Member 1 Reps*

*[Names, Credentials] of Member 2 Reps*

AEMT or Paramedic

Program Director

*[Name, Credentials]*

AEMT or Paramedic

Clinical Coordinator

*[Name, Credentials]*

Program

Advisory Committee

Representatives of (minimum):

 Students

 Graduates

 Hospital/clinic reps

 Capstone internship reps

 Employers

 Physicians

 Public

 Program Director\*

 Medical Director\*

 Faculty\*

 Sponsor Administration\*

\*Ex-officio member

*Administrative Assistant [Name, Credentials]*

Field Internship Agencies

*[Names]*

Full and Part Time

Didactic / Faculty

*[Names, Credentials]*

Hospital/Clinic Affiliates

*[Names]*

Medical Director(s)

*[Name(s), Credentials]*