

*file copy
J. Coggins has original
1 original sent to
UNM 2/2/10*

ARTICULATION AGREEMENT
BETWEEN
NEW MEXICO MILITARY INSTITUTE
AND
THE UNIVERSITY OF NEW MEXICO

This Articulation Agreement (this "Agreement") is entered into effective _____, 2010, between New Mexico Military Institute ("NMMI") and the Regents of the University of New Mexico, for its public operation known as the Health Sciences Center, specifically for the School of Medicine, Department of Emergency Medicine ("UNMHSC").

1. Purpose and Objectives:

This Agreement establishes the relationship and responsibilities for the cooperative management and administration of a 2+2 program (the "2+2 Program") to produce Associate of Science ("AS") graduates with a Pre-Emergency Medical Services ("Pre-EMS") concentration from NMMI that are qualified to enter and complete the Bachelor of Science-Emergency Medical Services program (the "Paramedic Program") administered by UNMHSC.

2. Responsibilities of NMMI:

- (a.) Maintain a quality university parallel junior college at New Mexico Military Institute, designed to prepare students to attend four-year colleges and universities.
- (b.) Develop a plan of study for Pre-EMS students, as set forth in Appendix A to this Agreement, that will allow such students to transfer into the UNMHSC Paramedic Program, ensuring that all courses are transferable.
- (c.) Recruit students for the 2+2 Program to attend NMMI and transfer to UNMHSC for the Paramedic Program.
- (d.) Assign a dedicated faculty member to serve as Academic Advisor to all students entering into the 2+2 Program.
- (e.) Assign fully qualified faculty, approved by UNMHSC, to teach EMS-113, a pre-requisite for acceptance into the Paramedic Program. Such courses will be developed at NMMI utilizing the NMMI course designation system and will be fully equivalent to those courses offered by UNMHSC.
- (f.) Facilitate NMMI Pre-EMS concentration students' entrance application into UNMHSC and enroll students into the three credit hour EMS 120 on-line summer course. Students will pay tuition to UNMHSC for the course at UNMHSC's published rate per credit hour.

(g.) Facilitate and administer the Health Occupations Basic Entrance Test (HOBET) before students graduate from the AS program.

3. Responsibilities of UNMHSC:

(a.) Accept the coursework set forth in Appendix A as fully transferable from NMMI as a recognized Pre-EMS program meeting all criteria for admittance to the Paramedic Program at UNMHSC.

(b.) Work with NMMI to ensure NMMI faculty qualifications for teaching the NMMI equivalence of UNMHSC courses EMS-113 and EMS-120.

(c.) Require the EMS Academy Academic Advisor to work with the NMMI Academic Advisor to facilitate student transfers into the Paramedic program, including the student application and acceptance process.

(d.) Provide the curriculum and materials necessary to successfully offer the NMMI equivalence of UNMHSC courses EMS-113 and EMS-120 at the NMMI Roswell Campus.

(e.) Accept a minimum of five NMMI AS graduates of the Pre-EMS program into the Paramedic Program, provided that only those students will be accepted who have enrolled and been accepted at the University of New Mexico, have a minimum GPA of 2.75, have completed the pre-requisites for the Paramedic Program, and have passed the EMS Academy panel interview.

(f.) Assist in the recruitment of qualified students for the 2+2 Program.

4. Duration of Agreement:

This Agreement will be effective as of the date first set forth above, and will remain in effect until terminated by either party by providing written notice to the other party at least ninety (90) days in advance of the proposed date of termination. In the event of termination, this Agreement will remain in effect until the conclusion of the academic year in which such termination occurs.

5. Responsible Offices:

For the purpose of communication and notification under the terms of this Agreement, the following offices are designated as the primary offices of responsibility. All notices of termination and requests for changes should be addressed to these officials.

Academic Dean
New Mexico Military Institute
101 W. College Blvd.
Roswell, NM 88201

Executive Vice Dean
School of Medicine
University of New Mexico
1 University of New Mexico
Albuquerque, NM 87131

6. Liability:

As between the parties, each party acknowledges that it will be responsible for claims or damages arising from personal injury or damage to persons or property to the extent they result from negligence of that party's employees. The liability of the parties will be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1 *et seq.* NMSA 1978, as amended.

7. Financial:

No compensation is required by either party to this Agreement.

8. Miscellaneous:

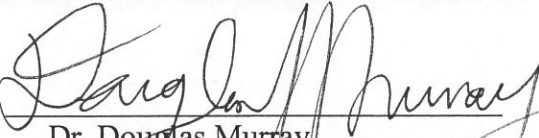
- (a.) Entire Agreement. This Agreement represents the entire understanding between the parties and supersedes any prior agreements or understandings with respect to the subject matter of this Agreement. No changes, amendments or alterations to this Agreement will be effective unless in writing and signed by both parties.
- (b.) Governing Law. This Agreement will be construed, interpreted, governed and enforced in accordance with the statutes, judicial decisions, and other laws of the State of New Mexico.
- (c.) Relationship of Parties. The parties and their respective employees are at all times acting as independent contractors. Each party and its employees will not be considered employees of the other party for any purpose, including, but not limited to, workers' compensation, insurance, bonding or any other benefits afforded to employees of the other party. Neither party has any express or implied authority to assume or create any obligation or responsibility on behalf of or in the name of the other party.
- (d.) Third Parties. Nothing in this Agreement, express or implied, is intended to confer any rights, remedies, claims, or interests upon a person not a party to this Agreement.
- (e.) Eligibility for Participation in Government Programs. Each party represents that neither it, nor any of its management or any other employees or independent contractors who will have any involvement in the services or products supplied under this Agreement, have been excluded from participation in

any government healthcare program, debarred from or under any other federal program (including but not limited to debarment under the Generic Drug Enforcement Act), or convicted of any offense defined in 42 U.S.C. Section 1320a-7, and that it, its employees, and independent contractors are not otherwise ineligible for participation in federal healthcare programs. Further, each party represents that it is not aware of any such pending action(s) (including criminal actions) against it or its employees or independent contractors. Each party shall notify the other party immediately upon becoming aware of any pending or final action in any of these areas.

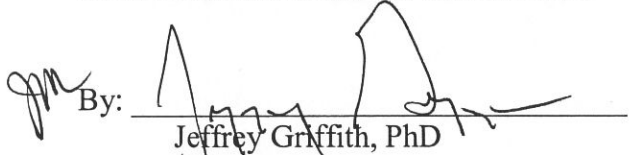
(f.) Confidentiality. The confidentiality of student records will be maintained by the parties in accordance with federal and state laws and regulations, including the Family Education Rights and Privacy Act and regulations found at 34 CFR, Part 99.

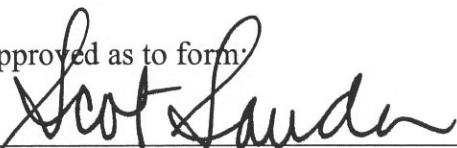
(g.) Binding Effect. This Agreement is binding upon, and inures to the benefit of, the parties to this Agreement and their respective successors and assigns.

NEW MEXICO MILITARY INSTITUTE

By:  Date: 2/22/10
Dr. Douglas Murray
Brig. Gen., U. S. Air Force (Ret.)
Academic Dean

, MG Jerry Grizzle, Pres./Supt.
**REGENTS OF THE UNIVERSITY OF NEW MEXICO,
FOR THE SCHOOL OF MEDICINE**

By:  Date: 2.10.10
Jeffrey Griffith, PhD
Executive Dean

Approved as to form:
 Date: 2/10/2010
Scot Sauder
Senior Associate University Counsel/
Health Law Section Leader

APPENDIX A
 PLAN OF STUDY FOR THE AS DEGREE
 IN PRE-EMERGENCY MEDICAL SERVICES
 AT
 NEW MEXICO MILITARY INSTITUTE

Freshman Year – Fall Semester

	Credit Hours
CHEM 1104, Introduction to Chemistry	4
ENGL 1113, Freshman Composition I	3
SPAN 1114, Elementary Spanish	4
MATH 1113, College Algebra	3
PSYC 1113, General Psychology	3
**MSL 101, Military Science	1
PHEA, Physical Activity	1
	<hr/> 19

Freshman Year – Spring Semester

BIOL 1154, General Biology	4
ENGL 1123, Freshman Composition II	3
MATH 2313, Introduction to Statistics	3
*EMS 113, Emergency Medical Technician – Basic	6
*EMS 142, Emergency Medical Technician – Basic LAB	2
**MSL 102, Military Science	1
PHEA, Physical Activity	1
	<hr/> 20

Summer:

***EMS 120, Introduction to EMS systems	3
	<hr/> 3

Sophomore Year – Fall

	Credit Hours
BIOL 2434, Human Anatomy	4
BIOL 2224, Microbiology	4
PHIL 1813, Critical Thinking	3
HPER 1113, Health and Wellness	3
**MSL 151, Military Science	2
PHEA, Physical Activity	1
	<hr/> 17

Sophomore Year – Spring

BIOL 2444, Human Physiology	4
HISTORY Elective	3
COMM 1113, Public Speaking	3
**MSL 152, Military Science	2
PHEA, Physical Activity	1
Electives	3+
	<hr/> 16+

Total Semester Hours will be 70 to 74 depending on the student and his/her military science objectives.

* EMS 113, Emergency Medical Technician – Basic and EMS 142, Emergency Medical Technician – Basic LAB will be taught at NMMI under the school's course numbering system (i.e. EMRS 1138 or other as approved by the Curriculum and Standards Committee).

**If students are enrolled in the NMMI Early Commissioning Program, the Military Science courses will be MSL 201, 202, 251, and 252, all of which are 3 credit hour courses and will preclude elective courses.

***EMS 120, Introduction to EMS Systems will be taught on line through UNMHSC under the NMMI's course numbering system (i.e. EMRS 1203 or other as approved by the Curriculum and Standards Committee). It may also be taken during one of the standard semesters depending upon its times of offering, the particular student and the program advisor's consent.