# Section 6.060 - Clinical Agreements

# 6.060.05 - Clinical Agreement Purpose

To provide a variety of clinical and field internship experiences to achieve the program goals and outcomes.

### 6.060.10 - CMH Anesthesia Department Clinical Agreement

CMH EMS Education Department may send interns to **CMH Anesthesia Department**. All students will be scheduled with appointed clinical coordinator. Any employee has the authority to dismiss any intern from clinical time if deemed necessary. Immediate contact must be made to the training entity program director if an intern is dismissed. Primary patient care and safety is the responsibility of the clinical site agency. The clinical site agency has the responsibility for teaching interns and will permit interns to participate in procedures limited to the scope of practice for the licensure the intern is currently pursuing. All procedures will be conducted under the appropriate supervision of the clinical site agency staff.

If an intern is injured or exposed to blood or body fluids during clinical internship, the clinical site agency will follow its standard practices and shall provide the exposed intern the same counseling, testing, and immediate medication as it does for its employees. The clinical site agency will hold CMH and each intern harmless for any claim, suit, or other liability arising in connection with the performance of the intern under this agreement.

The clinical site agency will provide CMH EMS Education Department with an evaluation of the intern performance through written or online evaluations of the intern's competency.

ID name badges provided by CMH will be required to be worn by interns during their internship. Interns will be required to be in uniform during their internship. The clinical site agency may provide interns with different uniforms at its own cost if required, such as scrubs.

Only those interns who have met the following requirements will be eligible to attend clinical training:

- Background check completed by CMH Human Resources Department.
- Have liability insurance.
- Have attended HIPAA training.
- Have had all immunizations required of a healthcare professional.
- Have completed didactic and psychomotor training to prepare the student for the clinical experience.

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Signature o	f Training	Entity	Coordinator:_
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Signature of CMH Anesthesia Director:

#### PARAMEDIC STUDENT CLINICAL DETAILS

Second Semester Paramedic students will be sent to this site as part of course EMS 107 - Paramedic Clinical Experience II (page 378). There is no minimum hour requirement at this site. These students will be focused on airway management and must complete a minimum of ten (10) endotracheal intubations. Exceeding this number is encouraged along with other experiences such as RSI medications and other airway devices such as LMA.

Second Semester Paramedic students are encouraged and allowed to perform the following skills:

- Advanced assessments
- 12-lead acquisition and interpretation
- Pharyngeal, blind insertion, endotracheal, and cricothyrotomy airways
- Upper airway and tracheal suctioning
- CPAP and BiPAP
- Establish IV and IO access
- Administration of any medication by any route approved by medical direction or protocol
- Perform cardioversion, manual defibrillation, and transcutaneous pacing
- Manage adult cardiac arrests
- Manage the following TCD patients: STEMI, Stroke, or Sepsis

## 6.060.12 - CMH Bolivar Family Care Clinic Clinical Agreement

CMH EMS Education Department may send interns to **Bolivar Family Care Clinic (BFCC)**. All students will be scheduled with appointed clinical coordinator. Any employee has the authority to dismiss any intern from clinical time if deemed necessary. Immediate contact must be made to the training entity program director if an intern is dismissed. Primary patient care and safety is the responsibility of the clinical site agency. The clinical site agency has the responsibility for teaching interns and will permit interns to participate in procedures limited to the scope of practice for the licensure the intern is currently pursuing. All procedures will be conducted under the appropriate supervision of the clinical site agency staff.

If an intern is injured or exposed to blood or body fluids during clinical internship, the clinical site agency will follow its standard practices and shall provide the exposed intern the same counseling, testing, and immediate medication as it does for its employees. The clinical site agency will hold CMH and each intern harmless for any claim, suit, or other liability arising in connection with the performance of the intern under this agreement.

The clinical site agency will provide CMH EMS Education Department with an evaluation of the intern performance through written or online evaluations of the intern's competency.

ID name badges provided by CMH will be required to be worn by interns during their internship. Interns will be required to be in uniform during their internship. The clinical site agency may provide interns with different uniforms at its own cost if required, such as scrubs.

Only those interns who have met the following requirements will be eligible to attend clinical training:

- Background check completed by CMH Human Resources Department.
- Have liability insurance.
- Have attended HIPAA training.
- Have had all immunizations required of a healthcare professional.
- Have completed didactic and psychomotor training to prepare the student for the clinical experience.

Date of agreement:	

Signature of CMH EMS Education Department Director:

Signature of CMH Bolivar Family Care Clinic Director:

#### PARAMEDIC STUDENT CLINICAL DETAILS

Third Semester Paramedic students will be sent to this site as part of course EMS 226 - Paramedic Field Experience (page 389). These students will be required to complete at least ten (10) hours in an outpatient clinic or walk-in clinic shadowing nurses. Students will be focusing on pediatric assessments and treatments.

Third Semester Paramedic students are encouraged and allowed to perform the following skills:

- Advanced assessments
- 12-lead acquisition and interpretation
- Pharyngeal, blind insertion, endotracheal, and cricothyrotomy airways
- Needle decompression
- Upper airway and tracheal suctioning
- CPAP and BiPAP
- Establish IV and IO access
- Administration of any medication by any route approved by medical direction or protocol
- Perform cardioversion, manual defibrillation, and transcutaneous pacing
- Manage OB and gynecological emergencies
- Manage adult or pediatric cardiac arrests
- Manage the following TCD patients: Trauma, STEMI, Stroke, or Sepsis
- Manage hazardous materials exposures and mass casualty incidents

# 6.060.14 - CMH Bolivar Walk-In Clinic Clinical Agreement

CMH EMS Education Department may send interns to **CMH Bolivar Walk-In Clinic**. All students will be scheduled with appointed clinical coordinator. Any employee has the authority to dismiss any intern from clinical time if deemed necessary. Immediate contact must be made to the training entity program director if an intern is dismissed. Primary patient care and safety is the responsibility of the clinical site agency. The clinical site agency has the responsibility for teaching interns and will permit interns to participate in procedures limited to the scope of practice for the licensure the intern is currently pursuing. All procedures will be conducted under the appropriate supervision of the clinical site agency staff.

If an intern is injured or exposed to blood or body fluids during clinical internship, the clinical site agency will follow its standard practices and shall provide the exposed intern the same counseling, testing, and immediate medication as it does for its employees. The clinical site agency will hold CMH and each intern harmless for any claim, suit, or other liability arising in connection with the performance of the intern under this agreement.

The clinical site agency will provide CMH EMS Education Department with an evaluation of the intern performance through written or online evaluations of the intern's competency.

ID name badges provided by CMH will be required to be worn by interns during their internship. Interns will be required to be in uniform during their internship. The clinical site agency may provide interns with different uniforms at its own cost if required, such as scrubs.

Only those interns who have met the following requirements will be eligible to attend clinical training:

- Background check completed by CMH Human Resources Department.
- Have liability insurance.
- Have attended HIPAA training.
- Have had all immunizations required of a healthcare professional.
- Have completed didactic and psychomotor training to prepare the student for the clinical experience.

Date of agreement:	

Signature of CMH EMS Education Department Director:

Signature of CMH Bolivar Walk-In Clinic Director:

#### PARAMEDIC STUDENT CLINICAL DETAILS

Third Semester Paramedic students will be sent to this site as part of course EMS 226 - Paramedic Field Experience (page 389). These students will be required to complete at least ten (10) hours in an outpatient clinic or walk-in clinic shadowing nurses. Students will be focusing on pediatric assessments and treatments.

Third Semester Paramedic students are encouraged and allowed to perform the following skills:

- Advanced assessments
- 12-lead acquisition and interpretation
- Pharyngeal, blind insertion, endotracheal, and cricothyrotomy airways
- Needle decompression
- Upper airway and tracheal suctioning
- CPAP and BiPAP
- Establish IV and IO access
- Administration of any medication by any route approved by medical direction or protocol
- Perform cardioversion, manual defibrillation, and transcutaneous pacing
- Manage OB and gynecological emergencies
- Manage adult or pediatric cardiac arrests
- Manage the following TCD patients: Trauma, STEMI, Stroke, or Sepsis
- Manage hazardous materials exposures and mass casualty incidents

## 6.060.15 - CMH Cardiology Department Clinical Agreement

CMH EMS Education Department may send interns to **CMH Cardiology Department**. All students will be scheduled with appointed clinical coordinator. Any employee has the authority to dismiss any intern from clinical time if deemed necessary. Immediate contact must be made to the training entity program director if an intern is dismissed. Primary patient care and safety is the responsibility of the clinical site agency. The clinical site agency has the responsibility for teaching interns and will permit interns to participate in procedures limited to the scope of practice for the licensure the intern is currently pursuing. All procedures will be conducted under the appropriate supervision of the clinical site agency staff.

If an intern is injured or exposed to blood or body fluids during clinical internship, the clinical site agency will follow its standard practices and shall provide the exposed intern the same counseling, testing, and immediate medication as it does for its employees. The clinical site agency will hold CMH and each intern harmless for any claim, suit, or other liability arising in connection with the performance of the intern under this agreement.

The clinical site agency will provide CMH EMS Education Department with an evaluation of the intern performance through written or online evaluations of the intern's competency.

ID name badges provided by CMH will be required to be worn by interns during their internship. Interns will be required to be in uniform during their internship. The clinical site agency may provide interns with different uniforms at its own cost if required, such as scrubs.

Only those interns who have met the following requirements will be eligible to attend clinical training:

- Background check completed by CMH Human Resources Department.
- Have liability insurance.
- Have attended HIPAA training.
- Have had all immunizations required of a healthcare professional.
- Have completed didactic and psychomotor training to prepare the student for the clinical experience.

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Date of agreement:	31	11	17

Signature of Training Entity Coordinator:

Signature of CMH Cardiology Department Director:

#### PARAMEDIC STUDENT CLINICAL DETAILS

Second Semester Paramedic students will be sent to this site as part of course EMS 107 - Paramedic Clinical Experience II (page 378). These students will be required to complete at least 8 hours at this site with a focus on observing and assisting with cardiac catheterization procedures.

Second Semester Paramedic students are encouraged and allowed to perform the following skills:

- Advanced assessments
- 12-lead acquisition and interpretation
- Pharyngeal, blind insertion, endotracheal, and cricothyrotomy airways
- Upper airway and tracheal suctioning
- CPAP and BiPAP
- Establish IV and IO access
- Administration of any medication by any route approved by medical direction or protocol
- Perform cardioversion, manual defibrillation, and transcutaneous pacing
- Manage adult cardiac arrests
- Manage the following TCD patients: STEMI, Stroke, or Sepsis

## 6.060.17 - CMH Dallas County Walk-In Clinic Clinical Agreement

CMH EMS Education Department may send interns to CMH Dallas County Walk-In Clinic. All students will be scheduled with appointed clinical coordinator. Any employee has the authority to dismiss any intern from clinical time if deemed necessary. Immediate contact must be made to the training entity program director if an intern is dismissed. Primary patient care and safety is the responsibility of the clinical site agency. The clinical site agency has the responsibility for teaching interns and will permit interns to participate in procedures limited to the scope of practice for the licensure the intern is currently pursuing. All procedures will be conducted under the appropriate supervision of the clinical site agency staff.

If an intern is injured or exposed to blood or body fluids during clinical internship, the clinical site agency will follow its standard practices and shall provide the exposed intern the same counseling, testing, and immediate medication as it does for its employees. The clinical site agency will hold CMH and each intern harmless for any claim, suit, or other liability arising in connection with the performance of the intern under this agreement.

The clinical site agency will provide CMH EMS Education Department with an evaluation of the intern performance through written or online evaluations of the intern's competency.

ID name badges provided by CMH will be required to be worn by interns during their internship. Interns will be required to be in uniform during their internship. The clinical site agency may provide interns with different uniforms at its own cost if required, such as scrubs.

Only those interns who have met the following requirements will be eligible to attend clinical training:

- Background check completed by CMH Human Resources Department.
- Have liability insurance.
- Have attended HIPAA training.
- Have had all immunizations required of a healthcare professional.
- Have completed didactic and psychomotor training to prepare the student for the clinical experience.

Date of agreement:	5	9	117	
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Signature of CMH EMS Education Department Director:\_

Signature of CMH Dallas County Walk-In Clinic Director:

#### PARAMEDIC STUDENT CLINICAL DETAILS

Third Semester Paramedic students will be sent to this site as part of course EMS 226 - Paramedic Field Experience (page 389). These students will be required to complete at least ten (10) hours in an outpatient clinic or walk-in clinic shadowing nurses. Students will be focusing on pediatric assessments and treatments.

Third Semester Paramedic students are encouraged and allowed to perform the following skills:

- Advanced assessments
- 12-lead acquisition and interpretation
- Pharyngeal, blind insertion, endotracheal, and cricothyrotomy airways
- Needle decompression
- Upper airway and tracheal suctioning
- CPAP and BiPAP
- Establish IV and IO access
- Administration of any medication by any route approved by medical direction or protocol
- Perform cardioversion, manual defibrillation, and transcutaneous pacing
- Manage OB and gynecological emergencies
- Manage adult or pediatric cardiac arrests
- Manage the following TCD patients: Trauma, STEMI, Stroke, or Sepsis
- Manage hazardous materials exposures and mass casualty incidents

### 6.060.20 - CMH Emergency Department Clinical Agreement

CMH EMS Education Department may send interns to **CMH Emergency Department**. All students will be scheduled with appointed clinical coordinator. Any employee has the authority to dismiss any intern from clinical time if deemed necessary. Immediate contact must be made to the training entity program director if an intern is dismissed. Primary patient care and safety is the responsibility of the clinical site agency. The clinical site agency has the responsibility for teaching interns and will permit interns to participate in procedures limited to the scope of practice for the licensure the intern is currently pursuing. All procedures will be conducted under the appropriate supervision of the clinical site agency staff.

If an intern is injured or exposed to blood or body fluids during clinical internship, the clinical site agency will follow its standard practices and shall provide the exposed intern the same counseling, testing, and immediate medication as it does for its employees. The clinical site agency will hold CMH and each intern harmless for any claim, suit, or other liability arising in connection with the performance of the intern under this agreement.

The clinical site agency will provide CMH EMS Education Department with an evaluation of the intern performance through written or online evaluations of the intern's competency.

ID name badges provided by CMH will be required to be worn by interns during their internship. Interns will be required to be in uniform during their internship. The clinical site agency may provide interns with different uniforms at its own cost if required, such as scrubs.

Only those interns who have met the following requirements will be eligible to attend clinical training:

- Background check completed by CMH Human Resources Department.
- Have liability insurance.
- Have attended HIPAA training.
- Have had all immunizations required of a healthcare professional.
- Have completed didactic and psychomotor training to prepare the student for the clinical experience.

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Signature of CMH ED Director Jume	gragne RN BONCENCFRN

#### EMD STUDENT CLINICAL DETAILS

First semester EMD students will be sent to this site as part of Section 6.240 - Emergency Medical Dispatch Program [EMD Academy] (page 305). These students will be required to complete at least six (6) hours in an ER shadowing ER Techs. A minimum of one (1) trauma patient and one (1) medical patient must be encountered to complete all clinicals.

EMD students are encouraged and allowed to perform the following skills:

• Observation only

#### EMT STUDENT CLINICAL DETAILS

First semester EMT students will be sent to this site as part of course EMS 102 - EMT Field Experience (page 321). These students will be required to complete at least 36 hours in an emergency room shadowing ER Techs. A minimum of six (6) trauma patients and six (6) medical patients must be encountered to complete all clinicals.

EMT students are encouraged and allowed to perform the following skills:

- Basic assessments and vitals
- 12-lead acquisition and transmission
- Pharyngeal and blind-insertion airways
- BVM
- Assist with CPAP/BiPAP
- Upper airway suction
- Blood glucose monitoring
- Oxygen, oral glucose, and aspirin administration
- Manual fracture stabilization and SMR
- Bleeding control

### PARAMEDIC STUDENT CLINICAL DETAILS

Second Semester Paramedic students will be sent to this site as part of course EMS 107 - Paramedic Clinical Experience II (page 378). These students will be required to complete at least 12 hours shadowing a triage nurse and 124 hours shadowing an ER nurse. The focus of this clinical time will be assessing and treating patients with a broad range of ages and complaints.

Second Semester Paramedic students are encouraged and allowed to perform the following skills:

- Advanced assessments
- 12-lead acquisition and interpretation
- Pharyngeal, blind insertion, endotracheal, and cricothyrotomy airways
- Upper airway and tracheal suctioning
- CPAP and BiPAP
- Establish IV and IO access
- Administration of any medication by any route approved by medical direction or protocol
- Perform cardioversion, manual defibrillation, and transcutaneous pacing
- Manage adult cardiac arrests
- Manage the following TCD patients: STEMI, Stroke, or Sepsis

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## 6.060.25 - CMH Geriatric Psychiatric Unit Clinical Agreement

CMH EMS Education Department may send interns to **CMH Geriatric Psychiatric Unit**. All students will be scheduled with appointed clinical coordinator. Any employee has the authority to dismiss any intern from clinical time if deemed necessary. Immediate contact must be made to the training entity program director if an intern is dismissed. Primary patient care and safety is the responsibility of the clinical site agency. The clinical site agency has the responsibility for teaching interns and will permit interns to participate in procedures limited to the scope of practice for the licensure the intern is currently pursuing. All procedures will be conducted under the appropriate supervision of the clinical site agency staff.

If an intern is injured or exposed to blood or body fluids during clinical internship, the clinical site agency will follow its standard practices and shall provide the exposed intern the same counseling, testing, and immediate medication as it does for its employees. The clinical site agency will hold CMH and each intern harmless for any claim, suit, or other liability arising in connection with the performance of the intern under this agreement.

The clinical site agency will provide CMH EMS Education Department with an evaluation of the intern performance through written or online evaluations of the intern's competency.

ID name badges provided by CMH will be required to be worn by interns during their internship. Interns will be required to be in uniform during their internship. The clinical site agency may provide interns with different uniforms at its own cost if required, such as scrubs.

Only those interns who have met the following requirements will be eligible to attend clinical training:

- Background check completed by CMH Human Resources Department.
- Have liability insurance.
- Have attended HIPAA training.
- Have had all immunizations required of a healthcare professional.
- Have completed didactic and psychomotor training to prepare the student for the clinical experience.

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Any party may terminate this agreement at any time with 90 days prior written notice. Such termination shall apply only to future rotations of interns and shall not affect the current rotation of interns. This agreement does not create a joint venture or partnership, is not a third party beneficiary agreement, and creates no rights for interns.

Date of agreement: 3/1/17

Signature of Training Entity Coordinator:\_

Signature of CMH Geriatric Psych Unit Director:

#### PARAMEDIC STUDENT CLINICAL DETAILS

Second Semester Paramedic students will be sent to this site as part of course EMS 107 - Paramedic Clinical Experience II (page 378). These students will be required to complete at least 12 hours at this site with a focus on assessing geriatric and psychiatric patients.

Second Semester Paramedic students are encouraged and allowed to perform the following skills:

- Advanced assessments
- 12-lead acquisition and interpretation
- Pharyngeal, blind insertion, endotracheal, and cricothyrotomy airways
- Upper airway and tracheal suctioning
- CPAP and BiPAP
- Establish IV and IO access
- Administration of any medication by any route approved by medical direction or protocol
- Perform cardioversion, manual defibrillation, and transcutaneous pacing
- Manage adult cardiac arrests
- Manage the following TCD patients: STEMI, Stroke, or Sepsis

# 6.060.27 - CMH Infusion Center Clinical Agreement

CMH EMS Education Department may send interns to **CMH Infusion**. All students will be scheduled with appointed clinical coordinator. Any employee has the authority to dismiss any intern from clinical time if deemed necessary. Immediate contact must be made to the training entity program director if an intern is dismissed. Primary patient care and safety is the responsibility of the clinical site agency. The clinical site agency has the responsibility for teaching interns and will permit interns to participate in procedures limited to the scope of practice for the licensure the intern is currently pursuing. All procedures will be conducted under the appropriate supervision of the clinical site agency staff.

If an intern is injured or exposed to blood or body fluids during clinical internship, the clinical site agency will follow its standard practices and shall provide the exposed intern the same counseling, testing, and immediate medication as it does for its employees. The clinical site agency will hold CMH and each intern harmless for any claim, suit, or other liability arising in connection with the performance of the intern under this agreement.

The clinical site agency will provide CMH EMS Education Department with an evaluation of the intern performance through written or online evaluations of the intern's competency.

ID name badges provided by CMH will be required to be worn by interns during their internship. Interns will be required to be in uniform during their internship. The clinical site agency may provide interns with different uniforms at its own cost if required, such as scrubs.

Only those interns who have met the following requirements will be eligible to attend clinical training:

- Background check completed by CMH Human Resources Department.
- Have liability insurance.
- Have attended HIPAA training.
- Have had all immunizations required of a healthcare professional.
- Have completed didactic and psychomotor training to prepare the student for the clinical experience.

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Signature of CMH EMS Education Department Director:	m
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Signature of CMH Infusion Center Director, Kunstak	

### PARAMEDIC STUDENT CLINICAL DETAILS

First semester Paramedic students will be sent to this site as part of course EMS 103 - Paramedic Clinical Experience I (page 366). These students will be required to complete at least 24 hours at this site with a focus on completing at least 25 IV starts.

First Semester Paramedic students are encouraged and allowed to perform the following skills:

- Advanced assessments
- 12-lead acquisition and transmission
- Pharyngeal, blind insertion, endotracheal, and cricothyrotomy airways
- Upper airway and tracheal suctioning
- CPAP and BiPAP
- Establish IV and IO access
- Administration of any medication by any route approved by medical direction or protocol

## 6.060.30 - CMH Intensive Care Unit Clinical Agreement

CMH EMS Education Department may send interns to CMH Intensive Care Unit. All students will be scheduled with appointed clinical coordinator. Any employee has the authority to dismiss any intern from clinical time if deemed necessary. Immediate contact must be made to the training entity program director if an intern is dismissed. Primary patient care and safety is the responsibility of the clinical site agency. The clinical site agency has the responsibility for teaching interns and will permit interns to participate in procedures limited to the scope of practice for the licensure the intern is currently pursuing. All procedures will be conducted under the appropriate supervision of the clinical site agency staff.

If an intern is injured or exposed to blood or body fluids during clinical internship, the clinical site agency will follow its standard practices and shall provide the exposed intern the same counseling, testing, and immediate medication as it does for its employees. The clinical site agency will hold CMH and each intern harmless for any claim, suit, or other liability arising in connection with the performance of the intern under this agreement.

The clinical site agency will provide CMH EMS Education Department with an evaluation of the intern performance through written or online evaluations of the intern's competency.

ID name badges provided by CMH will be required to be worn by interns during their internship. Interns will be required to be in uniform during their internship. The clinical site agency may provide interns with different uniforms at its own cost if required, such as scrubs.

Only those interns who have met the following requirements will be eligible to attend clinical training:

- Background check completed by CMH Human Resources Department.
- Have liability insurance.
- Have attended HIPAA training.
- Have had all immunizations required of a healthcare professional.
- Have completed didactic and psychomotor training to prepare the student for the clinical experience.

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Signature of Training Entity	Coordinator: theren Miln
Signature of CMH Intensive	Care Unit Director: Kumbba

#### PARAMEDIC STUDENT CLINICAL DETAILS

First semester Paramedic students will be sent to this site as part of course EMS 103 - Paramedic Clinical Experience I (page 366). These students will be required to complete at least 24 hours at this site with a focus on assessing and managing critical care patients.

First Semester Paramedic students are encouraged and allowed to perform the following skills:

- Advanced assessments
- 12-lead acquisition and transmission
- Pharyngeal, blind insertion, endotracheal, and cricothyrotomy airways
- Upper airway and tracheal suctioning
- CPAP and BiPAP
- Establish IV and IO access
- Administration of any medication by any route approved by medical direction or protocol

# 6.060.35 - CMH Labor and Delivery Department Clinical Agreement

CMH EMS Education Department may send interns to **CMH Labor and Deliver Department**. All students will be scheduled with appointed clinical coordinator. Any employee has the authority to dismiss any intern from clinical time if deemed necessary. Immediate contact must be made to the training entity program director if an intern is dismissed. Primary patient care and safety is the responsibility of the clinical site agency. The clinical site agency has the responsibility for teaching interns and will permit interns to participate in procedures limited to the scope of practice for the licensure the intern is currently pursuing. All procedures will be conducted under the appropriate supervision of the clinical site agency staff.

If an intern is injured or exposed to blood or body fluids during clinical internship, the clinical site agency will follow its standard practices and shall provide the exposed intern the same counseling, testing, and immediate medication as it does for its employees. The clinical site agency will hold CMH and each intern harmless for any claim, suit, or other liability arising in connection with the performance of the intern under this agreement.

The clinical site agency will provide CMH EMS Education Department with an evaluation of the intern performance through written or online evaluations of the intern's competency.

ID name badges provided by CMH will be required to be worn by interns during their internship. Interns will be required to be in uniform during their internship. The clinical site agency may provide interns with different uniforms at its own cost if required, such as scrubs.

Only those interns who have met the following requirements will be eligible to attend clinical training:

- Background check completed by CMH Human Resources Department.
- Have liability insurance.
- Have attended HIPAA training.
- Have had all immunizations required of a healthcare professional.
- Have completed didactic and psychomotor training to prepare the student for the clinical experience.

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Signature of CMH	Labor and Delivery Depa	artment Director:	worka	

#### PARAMEDIC STUDENT CLINICAL DETAILS

Third Semester Paramedic students will be sent to this site as part of course EMS 226 - Paramedic Field Experience (page 389). These students will be required to complete at least 12 hours in a labor and delivery department shadowing labor and delivery nurses. The main focus of this clinical site is to observe at least two (2) live births. Obstetric and pediatric patient assessments and treatments are also encouraged.

Third Semester Paramedic students are encouraged and allowed to perform the following skills:

- Advanced assessments
- 12-lead acquisition and interpretation
- Pharyngeal, blind insertion, endotracheal, and cricothyrotomy airways
- Needle decompression
- Upper airway and tracheal suctioning
- CPAP and BiPAP
- Establish IV and IO access
- Administration of any medication by any route approved by medical direction or protocol
- Perform cardioversion, manual defibrillation, and transcutaneous pacing
- Manage OB and gynecological emergencies
- Manage adult or pediatric cardiac arrests
- Manage the following TCD patients: Trauma, STEMI, Stroke, or Sepsis
- Manage hazardous materials exposures and mass casualty incidents

### 6.060.40 - CMH Laboratory Department Clinical Agreement

CMH EMS Education Department may send interns to **CMH Laboratory Department**. All students will be scheduled with appointed clinical coordinator. Any employee has the authority to dismiss any intern from clinical time if deemed necessary. Immediate contact must be made to the training entity program director if an intern is dismissed. Primary patient care and safety is the responsibility of the clinical site agency. The clinical site agency has the responsibility for teaching interns and will permit interns to participate in procedures limited to the scope of practice for the licensure the intern is currently pursuing. All procedures will be conducted under the appropriate supervision of the clinical site agency staff.

If an intern is injured or exposed to blood or body fluids during clinical internship, the clinical site agency will follow its standard practices and shall provide the exposed intern the same counseling, testing, and immediate medication as it does for its employees. The clinical site agency will hold CMH and each intern harmless for any claim, suit, or other liability arising in connection with the performance of the intern under this agreement.

The clinical site agency will provide CMH EMS Education Department with an evaluation of the intern performance through written or online evaluations of the intern's competency.

ID name badges provided by CMH will be required to be worn by interns during their internship. Interns will be required to be in uniform during their internship. The clinical site agency may provide interns with different uniforms at its own cost if required, such as scrubs.

Only those interns who have met the following requirements will be eligible to attend clinical training:

- Background check completed by CMH Human Resources Department.
- Have liability insurance.
- Have attended HIPAA training.
- Have had all immunizations required of a healthcare professional.
- Have completed didactic and psychomotor training to prepare the student for the clinical experience.

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Any party may terminate this agreement at any time with 90 days prior written notice. Such termination shall apply only to future rotations of interns and shall not affect the current rotation of interns. This agreement does not create a joint venture or partnership, is not a third party beneficiary agreement, and creates no rights for interns.

3/1/17 Date of agreement:

Signature of Training Entity Coordinator:\_

Signature of CMH Laboratory Department Director:

## 6.060.45 - CMH Pediatric Clinic Clinical Agreement

CMH EMS Education Department may send interns to **CMH Pediatric Clinic**. All students will be scheduled with appointed clinical coordinator. Any employee has the authority to dismiss any intern from clinical time if deemed necessary. Immediate contact must be made to the training entity program director if an intern is dismissed. Primary patient care and safety is the responsibility of the clinical site agency. The clinical site agency has the responsibility for teaching interns and will permit interns to participate in procedures limited to the scope of practice for the licensure the intern is currently pursuing. All procedures will be conducted under the appropriate supervision of the clinical site agency staff.

If an intern is injured or exposed to blood or body fluids during clinical internship, the clinical site agency will follow its standard practices and shall provide the exposed intern the same counseling, testing, and immediate medication as it does for its employees. The clinical site agency will hold CMH and each intern harmless for any claim, suit, or other liability arising in connection with the performance of the intern under this agreement.

The clinical site agency will provide CMH EMS Education Department with an evaluation of the intern performance through written or online evaluations of the intern's competency.

ID name badges provided by CMH will be required to be worn by interns during their internship. Interns will be required to be in uniform during their internship. The clinical site agency may provide interns with different uniforms at its own cost if required, such as scrubs.

Only those interns who have met the following requirements will be eligible to attend clinical training:

- Background check completed by CMH Human Resources Department.
- Have liability insurance.
- Have attended HIPAA training.
- Have had all immunizations required of a healthcare professional.
- Have completed didactic and psychomotor training to prepare the student for the clinical experience.

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Date of agreement:	7-	1-1	1

Signature of CMH EMS Education Department Director:

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Signature of CMH Pediatric Clinic Department Director:

#### PARAMEDIC STUDENT CLINICAL DETAILS

Third Semester Paramedic students will be sent to this site as part of course EMS 226 - Paramedic Field Experience (page 389). These students will be required to complete at least ten (10) hours in an outpatient clinic or walk-in clinic shadowing nurses. Students will be focusing on pediatric assessments and treatments.

Third Semester Paramedic students are encouraged and allowed to perform the following skills:

- Advanced assessments
- 12-lead acquisition and interpretation
- Pharyngeal, blind insertion, endotracheal, and cricothyrotomy airways
- Needle decompression
- Upper airway and tracheal suctioning
- CPAP and BiPAP
- Establish IV and IO access
- Administration of any medication by any route approved by medical direction or protocol
- Perform cardioversion, manual defibrillation, and transcutaneous pacing
- Manage OB and gynecological emergencies
- Manage adult or pediatric cardiac arrests
- Manage the following TCD patients: Trauma, STEMI, Stroke, or Sepsis
- Manage hazardous materials exposures and mass casualty incidents

## 6.060.50 - CMH Pre-Hospital Services Dept Clinical Agreement

CMH EMS Education Department may send interns to **CMH Pre-Hospital Services Department**. All students will be scheduled with appointed clinical coordinator. Any employee has the authority to dismiss any intern from clinical time if deemed necessary. Immediate contact must be made to the training entity program director if an intern is dismissed. Primary patient care and safety is the responsibility of the clinical site agency. The clinical site agency has the responsibility for teaching interns and will permit interns to participate in procedures limited to the scope of practice for the licensure the intern is currently pursuing. All procedures will be conducted under the appropriate supervision of the clinical site agency staff.

If an intern is injured or exposed to blood or body fluids during clinical internship, the clinical site agency will follow its standard practices and shall provide the exposed intern the same counseling, testing, and immediate medication as it does for its employees. The clinical site agency will hold CMH and each intern harmless for any claim, suit, or other liability arising in connection with the performance of the intern under this agreement.

The clinical site agency will provide CMH EMS Education Department with an evaluation of the intern performance through written or online evaluations of the intern's competency.

ID name badges provided by CMH will be required to be worn by interns during their internship. Interns will be required to be in uniform during their internship. The clinical site agency may provide interns with different uniforms at its own cost if required, such as scrubs.

Only those interns who have met the following requirements will be eligible to attend clinical training:

- Background check completed by CMH Human Resources Department.
- Have liability insurance.
- Have attended HIPAA training.
- Have had all immunizations required of a healthcare professional.
- Have completed didactic and psychomotor training to prepare the student for the clinical experience.

Date of agreement: 12/1/16	
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Signature of CMH PHS Director:	2 Xe

#### EMR STUDENT CLINICAL DETAILS

First semester EMR students will be sent to this site as part of Section 6.120 - Emergency Medical Responder Program [EMR Academy] (page 301). These students will be required to complete at least 12 hours on an ambulance shadowing EMTs. A minimum of one (1) trauma patient and one (1) medical patient must be encountered to complete all clinicals.

EMR students are encouraged and allowed to perform the following skills:

- Basic assessments and vitals
- Pharyngeal airways
- BVM
- Upper airway suction
- Oxygen administration
- Manual fracture stabilization and SMR
- Bleeding control

#### EMD STUDENT CLINICAL DETAILS

First semester EMD students will be sent to this site as part of Section 6.240 - Emergency Medical Dispatch Program [EMD Academy] (page 305). These students will be required to complete at least12 hours on an ambulance shadowing EMTs. A minimum of one (1) trauma patient and one (1) medical patient must be encountered to complete all clinicals.

EMD students are encouraged and allowed to perform the following skills:

• Observation only

#### EMT STUDENT CLINICAL DETAILS

First semester EMT students will be sent to this site as part of course EMS 102 - EMT Field Experience (page 321). These students will be required to complete at least 36 hours on an ambulance shadowing EMTs. A minimum of six (6) trauma patients and six (6) medical patients must be encountered to complete all clinicals.

EMT students are encouraged and allowed to perform the following skills:

- Basic assessments and vitals
- 12-lead acquisition and transmission
- Pharyngeal and blind-insertion airways
- BVM
- Assist with CPAP/BiPAP
- Upper airway suction
- Blood glucose monitoring
- Oxygen, oral glucose, and aspirin administration
- Manual fracture stabilization and SMR
- Bleeding control

### PARAMEDIC STUDENT FIELD EXPERIENCE DETAILS

Third Semester Paramedic students will be sent to this site as part of course EMS 226 - Paramedic Field Experience (page 389). These students will be required to complete at least 100 hours on an ambulance shadowing Paramedics. Students will be focusing on skills, patient assessments, and treatments while working within a team and under the direction of a lead paramedic preceptor.

Third Semester Paramedic students are encouraged and allowed to perform the following skills:

- Advanced assessments
- 12-lead acquisition and interpretation
- Pharyngeal, blind insertion, endotracheal, and cricothyrotomy airways
- Needle decompression
- Upper airway and tracheal suctioning
- CPAP and BiPAP
- Establish IV and IO access
- Administration of any medication by any route approved by medical direction or protocol
- Perform cardioversion, manual defibrillation, and transcutaneous pacing
- Manage OB and gynecological emergencies
- Manage adult or pediatric cardiac arrests
- Manage the following TCD patients: Trauma, STEMI, Stroke, or Sepsis
- Manage hazardous materials exposures and mass casualty incidents

#### PARAMEDIC STUDENT FIELD INTERSHIP DETAILS

Fourth Semester Paramedic students will be sent to this site as part of course EMS 228 - Paramedic Field Internship (page 392). These students will be required to complete at least 150 hours on an ambulance as team leader. Students are required to assess and treat at least 50 ALS patients as team leader.

Fourth Semester Paramedic students are encouraged and allowed to perform the following skills:

- Advanced assessments
- 12-lead acquisition and interpretation
- Pharyngeal, blind insertion, endotracheal, and cricothyrotomy airways
- Needle decompression
- Upper airway and tracheal suctioning
- CPAP and BiPAP
- Establish IV and IO access
- Administration of any medication by any route approved by medical direction or protocol
- Perform cardioversion, manual defibrillation, and transcutaneous pacing
- Manage OB and gynecological emergencies
- Manage adult or pediatric cardiac arrests
- Manage the following TCD patients: Trauma, STEMI, Stroke, or Sepsis
- Manage hazardous materials exposures and mass casualty incidents
- Manage any medical emergency condition, patient, or scene as team leader

# 6.060.55 - CMH Respiratory Therapy Department Clinical Agreement

CMH EMS Education Department may send interns to **CMH Respiratory Therapy Department**. All students will be scheduled with appointed clinical coordinator. Any employee has the authority to dismiss any intern from clinical time if deemed necessary. Immediate contact must be made to the training entity program director if an intern is dismissed. Primary patient care and safety is the responsibility of the clinical site agency. The clinical site agency has the responsibility for teaching interns and will permit interns to participate in procedures limited to the scope of practice for the licensure the intern is currently pursuing. All procedures will be conducted under the appropriate supervision of the clinical site agency staff.

If an intern is injured or exposed to blood or body fluids during clinical internship, the clinical site agency will follow its standard practices and shall provide the exposed intern the same counseling, testing, and immediate medication as it does for its employees. The clinical site agency will hold CMH and each intern harmless for any claim, suit, or other liability arising in connection with the performance of the intern under this agreement.

The clinical site agency will provide CMH EMS Education Department with an evaluation of the intern performance through written or online evaluations of the intern's competency.

ID name badges provided by CMH will be required to be worn by interns during their internship. Interns will be required to be in uniform during their internship. The clinical site agency may provide interns with different uniforms at its own cost if required, such as scrubs.

Only those interns who have met the following requirements will be eligible to attend clinical training:

- Background check completed by CMH Human Resources Department.
- Have liability insurance.
- Have attended HIPAA training.
- Have had all immunizations required of a healthcare professional.
- Have completed didactic and psychomotor training to prepare the student for the clinical experience.

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Any party may terminate this agreement at any time with 90 days prior written notice. Such termination shall apply only to future rotations of interns and shall not affect the current rotation of interns. This agreement does not create a joint venture or partnership, is not a third party beneficiary agreement, and creates no rights for interns.

Date of agreement:	3/	1/	17

Signature	of Training	Entity	Coordinator:	
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Signature of CMH Respiratory Therapy Department Director:

#### PARAMEDIC STUDENT CLINICAL DETAILS

First semester Paramedic students will be sent to this site as part of course EMS 103 - Paramedic Clinical Experience I (page 366). These students will be required to complete at least 12 hours at this site with a focus on treating adult and pediatric respiratory patients and ventilating patients.

First Semester Paramedic students are encouraged and allowed to perform the following skills:

- Advanced assessments
- 12-lead acquisition and transmission
- Pharyngeal, blind insertion, endotracheal, and cricothyrotomy airways
- Upper airway and tracheal suctioning
- CPAP and BiPAP
- Establish IV and IO access
- Administration of any medication by any route approved by medical direction or protocol

## 6.060.60 - CMH Surgery Department Clinical Agreement

CMH EMS Education Department may send interns to **CMH Surgery Department**. All students will be scheduled with appointed clinical coordinator. Any employee has the authority to dismiss any intern from clinical time if deemed necessary. Immediate contact must be made to the training entity program director if an intern is dismissed. Primary patient care and safety is the responsibility of the clinical site agency. The clinical site agency has the responsibility for teaching interns and will permit interns to participate in procedures limited to the scope of practice for the licensure the intern is currently pursuing. All procedures will be conducted under the appropriate supervision of the clinical site agency staff.

If an intern is injured or exposed to blood or body fluids during clinical internship, the clinical site agency will follow its standard practices and shall provide the exposed intern the same counseling, testing, and immediate medication as it does for its employees. The clinical site agency will hold CMH and each intern harmless for any claim, suit, or other liability arising in connection with the performance of the intern under this agreement.

The clinical site agency will provide CMH EMS Education Department with an evaluation of the intern performance through written or online evaluations of the intern's competency.

ID name badges provided by CMH will be required to be worn by interns during their internship. Interns will be required to be in uniform during their internship. The clinical site agency may provide interns with different uniforms at its own cost if required, such as scrubs.

Only those interns who have met the following requirements will be eligible to attend clinical training:

- Background check completed by CMH Human Resources Department.
- Have liability insurance.
- Have attended HIPAA training.
- Have had all immunizations required of a healthcare professional.
- Have completed didactic and psychomotor training to prepare the student for the clinical experience.

Date of agreement:	7		
Signature of Training Entity Coord	inator:	then	prin
Signature of CMH Surgery Depart	ment Director:	Junktoch	

#### PARAMEDIC STUDENT CLINICAL DETAILS

First semester Paramedic students will be sent to this site as part of course EMS 103 - Paramedic Clinical Experience I (page 366). These students will be required to complete at least 12 hours at this site with a focus on administering at least 15 medications.

First Semester Paramedic students are encouraged and allowed to perform the following skills:

- Advanced assessments
- 12-lead acquisition and transmission
- Pharyngeal, blind insertion, endotracheal, and cricothyrotomy airways
- Upper airway and tracheal suctioning
- CPAP and BiPAP
- Establish IV and IO access
- Administration of any medication by any route approved by medical direction or protocol

### 6.060.65 - Cox Health Clinical Agreement

THIS COOPERATIVE AGREEMENT ("Agreement") effective April 1<sup>st</sup>, 2018 ("Effective Date"), by and between <u>**Citizens Memorial Hospital**</u> ("School") and <u>**CoxHealth**</u>, a Missouri not-for-profit corporation, and its affiliates and subsidiaries ("CoxHealth").

WHREAS, CoxHealth is the parent corporation of a five hospital health care system in the state of Missouri which includes: Lester E. Cox Medical Centers (Cox North and Cox South), Cox Medical Center Branson, Meyer Orthopedic Hospital and Rehabilitation Center, Cox Monett Hospital, Oxford HealthCare, Home Parenteral Services, CoxHealth Foundation, Cox College, Cox HealthPlans, and more;

WHEREAS, the School is an educational institution credentialed for the education and preparation of health professionals, and desires to provide to its students ("Students") a clinical learning experience through the application of knowledge and skills to become competent professionals at one or more of CoxHealth's facilities; and

WHEREAS, CoxHealth desires to make its facilities available to the School for the purpose of experiential learning for Students.

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties hereto, it is understood and agreed by the parties as follows:

1. <u>General Representations and Warranties</u>. Each party represents and warrants that it has the full power and authority to enter into this Agreement, to consummate the transactions contemplated to be consummated hereby, and to perform the obligations hereunder. This Agreement has been duly executed and delivered, and this Agreement constitutes valid and binding obligations, enforceable in accordance with its terms.

#### 2. Duties and Obligations of School.

- A. <u>Clinical Practicum</u>. School shall be responsible for the development, implementation, and operation of the clinical component of its educational programs offered and conducted at CoxHealth pursuant to this Agreement (collectively referred to herein as the "Practicum"). Such responsibilities of School include the following:
  - a. Maintain responsibility for the educational curriculum and learning environment for Students including providing practical instruction to Students prior to their clinical assignments at CoxHealth;
  - b. Appoint qualified faculty or indicate appropriate preceptors/supervisors responsible for guiding the Students' experiences;
  - c. Assign to CoxHealth only those Students who have satisfactorily completed the prerequisites for clinical experience;

- d. Determine by mutual consent of CoxHealth and School the dates and times for Student placement and School must notify CoxHealth in advance of its planned schedule of Student assignments, including the dates of assignments, number of Students participating, and type of educational experience expected;
- e. Acquaint CoxHealth personnel with the overall objectives of the School and provide the appropriate educational objectives and documents for clinical experiences to CoxHealth;
- f. Participate in the supervision of Students and performance at CoxHealth including assuming responsibility for ensuring that both Students and faculty/supervisors comply with CoxHealth's rules and regulations;
- g. Maintain all records regarding Students' experiences.
- B. <u>Student Health</u>. School acknowledges that CoxHealth is not responsible for the personal health of the Students or for injuries sustained by Students while performing their clinical responsibilities under this Agreement.
- C. <u>CoxHealth Rules and Regulations</u>. School shall require all of its Students, faculty, employees and agents participating in the Practicum at CoxHealth to be subject to its generally applicable rules and regulations as is reasonable for the purposes of this Agreement.
- D. <u>Dress Code; Identification</u>. School shall require the Students to dress in accordance with such reasonable dress and personal appearance standards reasonably required by CoxHealth. School shall require Students to wear and/or display such nametags or other identification as CoxHealth may require.
- E. <u>Applicable Laws</u>. School agrees to abide by all applicable state and federal laws and regulations governing its operation.
- F. <u>Student Screenings and Vaccinations</u>: The School shall assume all responsibility for the screening and vaccinations of Students (and faculty) who wish to participate in the Practicum to ensure that said students/faculty meet all educational requirements and that such persons pose no threat to the physical safety or psychological well-being of CoxHealth's patients, and are otherwise appropriate for participation in such practicum. Such requirements are as follows:
  - a. <u>OSHA Blood Borne Pathogen Regulations</u>: School shall ensure that, where appropriate, all faculty and Students are trained in compliance with OSHA Blood-Borne Pathogen Regulations and that the Students and faculty practice these standards. School shall furnish CoxHealth proof of each Student's and faculty member's Hepatitis B Immunization status or a signed statement declining Hepatitis B Vaccine.

- b. <u>TB Screening</u>: School shall provide proof that all faculty and Students have tested negative for TB within one month prior to beginning the practicum at CoxHealth. If a Student or faculty's testing is positive, School must notify CoxHealth's Employee Health Department prior to sending the Student/faculty to CoxHealth, to determine the next steps.
- c. <u>Hepatitis A Vaccination</u>: If the practicum involves food service, School shall provide proof of Hepatitis A vaccination series for all Students and Faculty.
- d. <u>Tdap Vaccination</u>: School shall provide proof of Tetanus/Diphtheria/ Pertussis (Tdap) vaccination for Students and faculty.
- e. <u>Measles, Mumps and Rubella immunity</u>: School shall provide laboratory evidence of all Students and faculty members' immunity to Rubella, Measles and Mumps, or record of Measles, Mumps, Rubella (MMR) vaccination series after one (1) year of age.
- f. <u>Varicella</u>: School shall provide laboratory evidence of immunity to Varicella or record of Varicella vaccination series for all faculty/Students.
- g. <u>Seasonal Influenza Vaccination</u>: School shall insure that, where appropriate, all faculty and Students receive the seasonal influenza vaccination at least fifteen (15) days prior to participation in the practicum, if the practicum will occur during active flu season in Greene County, Missouri. School shall consult with CoxHealth prior to each Student's (and faculty member's) participation to determine if the practicum will occur during Greene County's active flu season. School shall provide proof of each Student's and/or faculty member's vaccination status. Individual requests for exemption from the flu vaccination requirement shall be made to CoxHealth's Employee Health Department.
- h. <u>Urine screen</u>: School shall require each Student to submit to a urine drug screen prior to participating in the practicum. The urine drug screen must be negative and school shall provide proof of the negative drug screen upon request.

- Background Checks and Exclusion Lists: Students are required to have a criminal i. background check done for all states in which the individual has lived or worked in the previous seven years in addition to a federal background check for the past seven years. A criminal background check for the State of Missouri will also be done whether or not the individual has lived or worked in the State of Missouri. All such background checks are done at the School's expense, and records will be provided to CoxHealth before the Student is permitted to begin his/her Practicum at CoxHealth. For positions that have direct contact and routine access to hospital patients, students with convictions involving violence to persons or sex offenses within the past ten years will be excluded from participating. For positions that have access to, or prescribe, order, or administer controlled substances, students with convictions relating to controlled substances within the past ten years will be excluded. Convictions relating to dishonesty shall be evaluated through an individualized assessment process. Individuals convicted of terrorism and related offenses within the past ten years will be excluded. CoxHealth will review convictions that are more than ten years old in making an individualized assessment as to whether an individual should be excluded or not pursuant to this policy. Exhibit A contains a non-exhaustive list of criminal convictions, which shall include suspended impositions of sentence, which CoxHealth will consider in making the above determinations for each student. In any matters involving discretion, CoxHealth will consider whether the practicum position has a reasonably tight nexus to the nature and gravity of the offense at issue; and the time that has passed since the offense in determining whether the individual should be excluded. In addition, a Student may not participate in clinical experiences at CoxHealth if he or she has been placed on the Office of Inspector General Exclusion List, the EPLS (GSA search) Exclusion List, or the Department of Health and Senior Services EDL Unit Exclusion list. Searches of all exclusion lists shall be done at School's expense, and records will be provided to CoxHealth upon request.
- j. <u>Family Care Safety Registry</u>: Students and faculty who participate in experiences at the Cox Learning Centers shall be required to have first registered with the Family Care Safety Registry Program. Further, the background screening provided by the Family Care Registry must indicate "no finding" with regard to such students.
- G. <u>HIPAA Privacy Regulations</u>. School shall ensure that Students and faculty are trained in compliance with HIPAA Privacy Regulations. School shall maintain a Statement of Confidentiality, signed annually by each student and faculty member. Copies shall be available upon request. School agrees that it and the Students/faculty shall keep strictly confidential all confidential information of CoxHealth and/or its patients and not disclose or reveal any confidential information to any third party without the express prior written consent of CoxHealth, except as required or permitted by law.
- H. <u>Performance of Services</u>. If applicable, any faculty or professional staff provided by School shall be duly licensed, certified, or otherwise qualified to participate in the Practicum at CoxHealth. School and all Students shall perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the

Mission: Provide state-of-the-art education to develop and support a team of exceptional emergency medical professionals. Version: v 7 (May 16th, 2018) Page 261 of 427

bylaws, rules and regulations of CoxHealth and any rules and regulations of School as may be in effect from time to time.

I. <u>Insurance</u>. School shall, at its expense, obtain and maintain commercial professional liability insurance coverage acceptable to CoxHealth to be effective at all times during the term of this Agreement and until the expiration of the applicable statute of limitations period for the activities undertaken by School and the Students hereunder. A certificate of insurance shall be provided to CoxHealth upon request. Such coverage shall have separate limits of at least one million dollars (\$1,000,000) per claim or occurrence and three million dollars (\$3,000,000) per year in the aggregate.

#### 3. **Duties and Obligations of CoxHealth**.

- A. <u>General Participation</u>. CoxHealth shall accept the Students assigned by the School and cooperate in the orientation of all Students to CoxHealth. CoxHealth shall provide learning opportunities for the Students, who shall be supervised by CoxHealth personnel, to observe and assist in various aspects of professional practice. CoxHealth shall coordinate School's rotation and assignment schedule with its own schedule and those of other educational institutions. CoxHealth shall make its facilities available to Students as necessary to complete the experience.
  - a. CoxHealth shall permit Students to use the facilities and resources of CoxHealth when available, such as libraries, lounges, conference rooms, and audio-visual and other teaching equipment, consistent with the policies and procedures of CoxHealth.
  - b. CoxHealth will provide Students and faculty with all protective equipment required during the clinical experience.
  - c. CoxHealth's staff will be accessible as resources to assist School in planning the Student experience.
  - d. CoxHealth will notify School of its policies and procedures that may affect the Students' learning experience. Faculty are encouraged to attend formal orientation sessions offered.
  - e. CoxHealth's staff will be accessible to meet with School's faculty to discuss the expected roles of the Students while at CoxHealth.
  - f. CoxHealth will make available to the Students and faculty at their own expense use of the cafeteria or other eating facilities while Students are receiving clinical instruction at CoxHealth.

- B. <u>Insurance</u>. CoxHealth shall, at its expense, obtain and maintain commercial professional liability insurance coverage, via commercial insurance or self-funded trust, with limits of at least one million dollars (\$1,000,000) per claim or occurrence and three million dollars (\$3,000,000) per year in the aggregate.
- 4. <u>No Compensation</u>. Neither party shall earn or receive any compensation from the other party in return for the performance of the duties and obligations described herein. Students shall be treated as trainees who have no expectation of receiving compensation or future employment from CoxHealth or School. Any courtesy appointments to faculty or staff by either the School or CoxHealth shall be without entitlement of the individual to compensation or benefits for the appointed party.
- 5. <u>**Removal of Students**</u>. CoxHealth may immediately remove from the premises any Student who poses an immediate threat or danger to personnel or to the quality of patient care or for unprofessional behavior. CoxHealth may request School to withdraw or dismiss a Student from the Practicum at CoxHealth when his or her clinical performance is unsatisfactory to CoxHealth or his or her behavior, in CoxHealth's sole discretion, is disruptive or detrimental to CoxHealth and/or its patients. In such event, said Student's participation in the Practicum shall immediately cease; however, only School has ultimate control or discretion over any grades given to the Students.
- 6. <u>Non-Discrimination</u>. In the performance of this Agreement, there shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, veteran status, or handicap in either the selection of Students for participation in the Practicum, or as to any aspect of the clinical training; provided, however, that with respect to handicap, the handicap must not be such as would, even with reasonable accommodation, in and of itself preclude the Student's effective participation in the Practicum.
- 7. **Indemnification**. Each party shall defend, indemnify, and hold the other party harmless from any and all claims, actions, liabilities, and expenses (including costs of judgments, settlements, court costs, and reasonable attorney's fees) resulting from, or based upon the negligent or intentional acts or omissions, or any failure to perform any obligation undertaken or any covenant by, the indemnifying party in this Agreement. Upon notice from the indemnified party, the indemnifying party will defend against, at its expense, any such claim or action, provided that the indemnifying party's selection of counsel shall be subject to the indemnified party's approval, and indemnified party shall have the right to participate in the defense and to approve any settlement.

8. <u>**Term and Termination**</u>. The initial term of this Agreement shall commence as of the Effective Date and shall continue for two (2) years or until terminated in accordance with the terms hereof. This Agreement shall automatically renew for successive two (2) year terms, not to exceed four renewal terms, such that the total life of this agreement shall be ten (10) years. Except as otherwise provided herein, either party may terminate this Agreement at any time without cause upon at least thirty (30) days prior written notice to the other party, provided that all Students currently enrolled or participating in the Practicum at CoxHealth at the time of such notice of termination shall be given the opportunity to continue such participation and the parties shall continue to perform under the terms hereof with regard to the Students, until the sooner of each Student's individual completion of the Practicum or three (3) months from the date of the notice of termination.

## 9. <u>Miscellaneous Terms</u>.

- A. <u>Change in Law</u>. In the event of any changes in applicable laws occur during the term of this Agreement which materially affect either party, such affected party may request renegotiation of the applicable terms of this Agreement by written notice to the other party. If no new agreement is reached within sixty (60) days of receipt of such notice, then either party may terminate this Agreement upon an additional thirty (30) days written notice. The parties further agree that in the event that legislation is enacted or a regulation is promulgated or a judicial or administrative decision is rendered that affects, or may affect, the legality of this Agreement or adversely affect the ability of either party to perform its obligations or receive the benefits intended hereunder, then, within fifteen (15) days following notice by either party of such event, each party will negotiate in good faith a substitute Agreement which will carry out the original intention of the parties to the extent possible in light of such legislation, regulation or decision. Failure to renegotiate the terms within the 15-day-period will result in automatic termination of this Agreement unless the parties otherwise agree in writing.
- B. <u>Severability</u>. Each and every provision, section, subsection, paragraph, and clause herein shall be separable from each and every other part hereof so that the invalidity of any part hereof shall not affect the validity of the remainder.
- C. <u>No Waiver</u>. No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach. Every right and remedy of each of the parties shall be cumulative and either party, in its sole discretion, may exercise any and all rights or remedies stated in this Agreement or otherwise available at law or in equity.

- D. <u>Judicial Interpretation</u>. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of both parties have participated in the preparation hereof.
- E. <u>Applicable Law</u>. This Agreement shall be construed under and in accordance with the laws of the State of Missouri. Both parties further agree that venue shall be proper in the United States District for the Western District of Missouri, Southern Division, or the Circuit Court of Greene County, Missouri.
- F. <u>No Assignment</u>. The rights and obligations provided under this Agreement are not assignable without written consent of the non-assigning party. Any such assignment made or attempted without such required consent is void.
- G. <u>Amendments</u>. Amendments may be made to this Agreement only upon the mutual consent and approval in writing by both parties.
- H. <u>Headings</u>. Headings contained in this Agreement have been inserted herein only as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.
- I. <u>Entire Agreement</u>. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes any and all prior or contemporaneous representations, negotiations, promises, covenants or discussions between the parties relating to the subject matter herein.
- J. <u>Third Party Beneficiary</u>. This Agreement is solely for the benefit of the parties and their respective successors and permitted assigns, and no other person has any right, benefit, priority or interest under or because of the existence of this Agreement.
- K. <u>Successors and Assigns</u>. All provisions of this Agreement are binding upon, insure to the benefit of and are enforceable by or against the parties and their respective heirs, executors, administrators or other legal representatives and permitted successors and assigns.
- L. <u>No Joint Venture or Partnership</u>. The parties agree that they are independent parties contracting together, and that nothing contained herein is to be construed as making the parties joint venturers or partners.

M. <u>Notices</u>. All notices and other writings required or permitted to be given under the terms of this Agreement shall be hand-delivered or mailed, postage prepaid by certified or registered mail, return receipt requested, to the parties as follows:

To the School at:	Citizens Memorial Hospital Attention: Theron Becker 1500 N Oakland Ave Bolivar, MO 65613
To CoxHealth at:	CoxHealth Attention: Mark Alexander 3801 S. National Springfield, MO 65807
With a copy to:	CoxHealth, Legal Department Attention: Charity Elmer, General Counsel 3850 S. National, Ste. 760 Springfield, MO 65807

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the day and year first written above.

School

CoxHealth

CEO, Citizens Memorial Hospital

Vice President, CoxHealth

Date

Date

# EXHIBIT A

# Criminal Background Check Requirements for Students Coming To CoxHealth for Clinical Experiences

An SIS or attempt to commit any of the below crimes may also prohibit a student from participating in clinical experiences at CoxHealth.

#### Dishonesty (including, but not limited to)

- Blackmail or Extortion
- o Bribery
- o Burglar's Tools Violations
- Buying, Receiving or Possessing Stolen Property
- o Embezzlement

#### Violence (including, but not limited to)

- Aggravated Assault
- o Arson
- Burglary or Attempted Burglary
- Criminal Homicide
- Explosives violations
- Forcible Rape or Sexual Assault

#### Sex Offenses (including, but not limited to)

- Incest
- o Indecent Exposure
- Intercourse with Impaired Person
- Sale of Obscene Literature

#### Controlled Substance Abuse (including, but not limited to)

- o Sale
- Possession
- o Paraphernalia
- Manufacture
- o Growing

#### **Terrorism and Related Offenses**

Any and All Offenses

- Forgery or Counterfeiting
- o Fraud
- o Larceny or Theft
- o Motor Vehicle Theft
- Perjury or Suborning Perjury
- $\circ$  Hate Crime Violation
- $\circ$  Kidnapping
- Other Assaults
- $\circ$  Robbery
- Weapons Violation
- o Sodomy
- Statutory Rape
- o Other Sex Offenses Involving a Minor
- Intent to Sell
- Intent to Manufacture
- Intent to Grow
- o Use

# 6.060.77 - Mercy Emergency Department Clinical Agreement

CMH EMS Education Department may send interns to **Mercy Emergency Department**. All students will be scheduled with appointed clinical coordinator. Any employee has the authority to dismiss any intern from clinical time if deemed necessary. Immediate contact must be made to the training entity program director if an intern is dismissed. Primary patient care and safety is the responsibility of the clinical site agency. The clinical site agency has the responsibility for teaching interns and will permit interns to participate in procedures limited to the scope of practice for the licensure the intern is currently pursuing. All procedures will be conducted under the appropriate supervision of the clinical site agency staff.

If an intern is injured or exposed to blood or body fluids during clinical internship, the clinical site agency will follow its standard practices and shall provide the exposed intern the same counseling, testing, and immediate medication as it does for its employees. The clinical site agency will hold CMH and each intern harmless for any claim, suit, or other liability arising in connection with the performance of the intern under this agreement.

The clinical site agency will provide CMH EMS Education Department with an evaluation of the intern performance through written or online evaluations of the intern's competency.

ID name badges provided by CMH will be required to be worn by interns during their internship. Interns will be required to be in uniform during their internship. The clinical site agency may provide interns with different uniforms at its own cost if required, such as scrubs.

Only those interns who have met the following requirements will be eligible to attend clinical training:

- Background check completed by CMH Human Resources Department.
- Have liability insurance.
- Have attended HIPAA training.
- Have had all immunizations required of a healthcare professional.
- Have completed didactic and psychomotor training to prepare the student for the clinical experience.

To the extent that CMH EMS EMS Education Department may be considered a "business associate" under the Health Insurance Portability and Accountability Act of 1996 Privacy and Security Rule, and to the extent Protected Health Information (PHI) is provided to interns and or instructors may access PHI in review of intern performance, CMH EMS Education Department agrees that it will use only a Limited Data Set (LDS) in the reporting gathered from and by interns in their clinical experience.

Any party may terminate this agreement at any time with 90 days prior written notice. Such termination shall apply only to future rotations of interns and shall not affect the current rotation of interns. This agreement does not create a joint venture or partnership, is not a third party beneficiary agreement, and creates no rights for interns.

Date of agreement:	

Signature of CMH EMS Education Department Director:

Signature of Mercy Emergency Department Director:

#### EMD STUDENT CLINICAL DETAILS

First semester EMD students will be sent to this site as part of Section 6.240 - Emergency Medical Dispatch Program [EMD Academy] (page 305). These students will be required to complete at least six (6) hours in an ER shadowing ER Techs. A minimum of one (1) trauma patient and one (1) medical patient must be encountered to complete all clinicals.

EMD students are encouraged and allowed to perform the following skills:

• Observation only

#### EMT STUDENT CLINICAL DETAILS

First semester EMT students will be sent to this site as part of course EMS 102 - EMT Field Experience (page 321). These students will be required to complete at least 36 hours in an ER shadowing ER Techs. A minimum of six (6) trauma patients and six (6) medical patients must be encountered to complete all clinicals.

EMT students are encouraged and allowed to perform the following skills:

- Basic assessments and vitals
- 12-lead acquisition and transmission
- Pharyngeal and blind-insertion airways
- BVM
- Assist with CPAP/BiPAP
- Upper airway suction
- Blood glucose monitoring
- Oxygen, oral glucose, and aspirin administration
- Manual fracture stabilization and SMR
- Bleeding control

# PARAMEDIC STUDENT CLINICAL DETAILS

Second Semester Paramedic students will be sent to this site as part of course EMS 107 - Paramedic Clinical Experience II (page 378). These students will be required to complete at least 12 hours shadowing a triage nurse and 124 hours shadowing an ER nurse. The focus of this clinical time will be assessing and treating patients with a broad range of ages and complaints.

Second Semester Paramedic students are encouraged and allowed to perform the following skills:

- Advanced assessments
- 12-lead acquisition and interpretation
- Pharyngeal, blind insertion, endotracheal, and cricothyrotomy airways
- Upper airway and tracheal suctioning
- CPAP and BiPAP
- Establish IV and IO access
- Administration of any medication by any route approved by medical direction or protocol
- Perform cardioversion, manual defibrillation, and transcutaneous pacing
- Manage adult cardiac arrests
- Manage the following TCD patients: STEMI, Stroke, or Sepsis

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## 6.060.78 - Mercy EMS Clinical Agreement

This ACADEMIC AFFILIATION AGREEMENT ("Agreement") is made and entered into this 31st day of May, 2017 ("Effective Date"), by and between **Citizens Memorial Hospital** ("School") and **Mercy Emergency Medical Services** ("Mercy"). Both School and Mercy may be referred to as "Party" or collectively as "Parties."

## **RECITALS**

**WHEREAS**, Mercy is a licensed health care facility which provides various health care services to its patients; and

**WHEREAS**, School, a private for-profit hospital, in its educational programs has the responsibility for the training of students ("Student") who are enrolled in mutually agreed upon educational programs at School listed in Exhibit A ("Educational Programs") and who require clinical experiences ("Clinical Experience") in order to complete their professional development; and

WHEREAS, Parties enter into this Agreement for the purpose of affording Students the opportunity to participate in these Clinical Experiences with patients of Mercy and to provide School and its faculty ("Faculty") with a site for the education of these Students. Sites for the education of these Students covered under this Agreement are: all Mercy EMS service areas for Mercy EMS co-workers with prior approval from Mercy EMS leadership.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, School and Mercy hereby agree as follows:

**1. TERM**. The term of this Agreement shall commence on Effective Date set forth above and shall continue for an initial term of twelve (12) months. Thereafter, this Agreement shall automatically renew for an unlimited number of successive one (1) year periods unless terminated under the provisions of this Agreement.

## 2. SCHOOL DUTIES

2.1. ADMINISTRATION OF EDUCATIONAL PROGRAM. School shall satisfy all applicable accreditation guidelines for the Educational Program and will permit only those Students who have satisfactorily completed all applicable prerequisites of School's Educational Program to participate in the Clinical Experience. School shall have total responsibility for supervision of Students, planning and determining the adequacy of the didactic and practical educational experiences of the Students participating in the Educational Program as to theoretical training, technical and practical skills, professional ethics, conduct, standards, and behaviors. School shall further require Faculty serving onsite at Mercy to provide the appropriate level of supervision to Students to ensure that Students perform clinical services, as applicable, in compliance with all applicable standards of practice, federal and state laws and regulations and Mercy's policies, procedures, rules, regulations, and processes. School shall also require a member of its faculty or management staff to coordinate the Clinical Experience with a designated member of Mercy's staff ("Designee"). School shall, if requested, provide to Mercy administration an annual report which summarizes the activities of the Educational Program for the year and indicates to the extent to which the objectives of the course have been obtained. There shall be a continuing review of the Clinical Experience by School and Mercy. School shall continuously monitor and evaluate the performance of each Student and Faculty and shall remove any Student or Faculty who is not competent or qualified to participate in the Clinical Experience.

**2.2. POLICIES AND PROCEDURES**. Students shall adhere to policies and procedures of Mercy relative to matters which relate to the internal operation of Mercy. If applicable, Students shall also abide by attire and identification requirements consistent with Mercy policy. The attire shall be clean, neat, and appropriate at all times, and the cost of the attire or cleaning shall not be the responsibility of Mercy.

**2.3. STUDENT INFORMATION**. School covenants that it has and shall, upon request by Mercy, provide Mercy with each Student's and, as applicable, each Faculty member's full name and identification (copy of government-issued identification), license(s), health status reports, vaccination, and certification requirements as required by law and Mercy policy. School shall further obtain and provide verification of a criminal background check for each Student prior to that Student's participation in Clinical Experience as required by Mercy. In the event adverse information is obtained from the criminal background check, School shall provide the information to Mercy after obtaining an authorization and release from the Student. Mercy may disqualify any Student from participation with Mercy in the event of an adverse report. In the event such authorization and release are not given by the Student, the Student shall be disqualified from participation in the Clinical Experience. It is the School's responsibility to ensure that any applicable drug screens have been completed and that Students with unacceptable results will not participate in Clinical Experience at Mercy.

**2.4. STUDENT PROFESSIONAL LIABILITY INSURANCE**. School shall secure and maintain at all times during the term of this Agreement, at its sole expense, general and professional liability insurance coverage in amounts of at least \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate with an insurance carrier approved by Mercy covering School, its Students, and its employees. In addition, the School shall maintain excess insurance coverage of at least \$5,000,000 over and above the primary limits, which shall apply if the primary limits are exhausted. Should any of the insurance policies be written on a claims-made basis, insurance requirements shall survive the termination of this Agreement and extended reporting coverage shall be afforded for at least two (2) years after the effective date of termination of this Agreement. Such insurance shall be non-cancelable and not subject to material change without a prior thirty (30) day written notice to Mercy. Mercy shall have a right to immediately terminate this Agreement in the event of changes in the insurance maintained by School that are unacceptable to Mercy. School shall provide Mercy with certificates of insurance, upon request.

**2.5. STUDENT HEALTH INSURANCE**. School shall encourage its Students to obtain and maintain health insurance. In the event that a Student fails to obtain or maintain health insurance, under no circumstances shall Mercy be responsible to cover any individual medical expenses arising out of the Student's participation in the Educational Program or the Clinical Experience.

## 2.6. CONFIDENTIALITY.

(a) <u>Mercy Information</u>. School recognizes and acknowledges that, by virtue of entering into this Agreement and fulfilling the terms of this Agreement, School and Students may have access to certain information of Mercy that is confidential and constitutes valuable, special and unique property of Mercy. School agrees that neither it nor any Students will at any time (either during or subsequent to the term of this Agreement) disclose to others, use, copy or permit to be copied, without Mercy's express prior written consent, except in connection with the performance of School's and Students' duties hereunder, any confidential or proprietary information of Mercy, including, without limitation, information which concerns Mercy's policies employees, staff, contracts, patients, costs, protocols, or treatment methods developed by Mercy, and which his not otherwise available to the public.

(b) Confidentiality; Patient Information; HIPAA Compliance. Both Parties agree to comply with applicable provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology Economic and Clinical Health Act of 2009 ("HITECH"), and associated implementing regulations of HIPAA and HITECH (HIPAA, HITECH, and all associated regulations are together referred to as the "Regulations"). Both Parties shall not use or further disclose any protected health information, as defined in 45 CFR 164.504, or individually identifiable health information, as defined in 42 U.S.C. § 1320d (collectively, the "Protected Health Information"), other than as permitted by this Agreement or applicable law including the requirements of the Regulations. Both Parties will implement appropriate safeguards to prevent the use or disclosure of Protected Health Information other than as permitted by law or contemplated by this Agreement. Each Party will promptly report to the other any use or disclosures, of which either Party becomes aware, of Protected Health Information in violation of the Regulations. Both Parties will make their respective internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Regulations. No attorney-client, accountant-client, or other legal or equitable privilege shall be deemed to have been waived by either Party by virtue of this Section.

## **3. MERCY DUTIES**

**3.1. AUTHORITY**. Mercy shall retain ultimate administrative authority consistent with the established policies of Mercy for all Faculty and Student activities which influence the operation of Mercy and the direct or indirect care of Mercy's patients. Mercy has the right to approve the participation of Students and Faculty to engage in Clinical Experience at Mercy. Mercy also has the right in its sole reasonable discretion to revoke such approval of a Student or Faculty in the event of patient safety or other for cause concerns.

**3.2. PATIENT CARE**. If applicable to the Clinical Experience, Mercy shall provide Students with the opportunity to participate in providing patient care services, provided that Students shall not be solely or independently responsible for the care delivered to any patient. Mercy shall permit Students to work, perform assignments, and participate in the delivery of clinical services, patient evaluations, patient assessment rounds, staff meetings, and in-service programs at the discretion of Mercy's designated staff. Students participating in the Clinical Experience are trainees and shall not replace or substitute for Mercy staff. Mercy's licensed, certified or registered health care professional staff and employees retain ultimate responsibility for all patient care and administrative functions.

**3.3. MERCY FACILITIES**. Mercy shall make available to assigned Students appropriate facilities, access to systems, equipment, and supplies at Mercy sites in order to provide supervised experience that is appropriate to the objectives of the Educational Program. Such facilities shall include an environment conducive to the learning process, which conforms to Mercy's customary procedures.

**3.4. RULES AND REGULATIONS**. Mercy shall provide School with its written policies and procedures relevant to Faculty and Students participating in Mercy administrative functions, patient care, and other clinical functions. Mercy shall retain primary responsibility for implementation and enforcement of its policies and procedures. Students are to remain subject to the authority, policies, and regulations imposed by the School and, during periods of the Clinical Experience, Students will be subject to all rules and regulations of Mercy which are imposed by Mercy on its employees and agents with regard to following the administrative policies, standards, and practices of Mercy.

**3.5. PROGRAM COORDINATOR**. Mercy's Designee shall be the coordinator of the Clinical Experience who shall oversee and/or function as preceptor and supervisor with whom Faculty and/or School's Educational Program coordinator will communicate with regarding the Educational Program. The Designee may perform several tasks in connection with the Clinical Experience, including the development of objectives, methods of instruction, and other details of the Clinical Experience and goals of the Educational Program. Mercy's Designee shall coordinate with School to schedule the clinical experiences of Students with licensed health care professionals or applicable professional staff who will function, as applicable, as teaching preceptors and supervisors for the Clinical Experience.

**3.6. EMERGENCY TREATMENT OF STUDENTS**. Mercy agrees to arrange for immediate emergency care of Students in the event of a medical emergency while participating in the Clinical Experience at Mercy, but shall not be responsible for costs involved with such emergency medical care, follow-up care, or hospitalization in connection with such events.

**3.7. LIABILITY INSURANCE**. Mercy shall secure and maintain comprehensive general and professional liability insurance or self-insurance covering itself and its employees providing minimum limits of liability of \$1,000,000 per occurrence with an annual aggregate of \$3,000,000 or such other limits as Mercy deems appropriate.

# 4. OBLIGATIONS OF BOTH

**4.1. PROGRAM ADMINISTRATION**. School and Mercy shall mutually agree upon the beginning dates and length of the Clinical Experience, the periods of assignment for each Student, the number of Students eligible to participate concurrently in the Clinical Experience with Mercy, and the particular Mercy practice site(s) where the Clinical Experience will occur. Notwithstanding the foregoing, Mercy and School agree and understand that the availability of clinical placements at Mercy during the term of this Agreement may periodically be affected by a variety of factors. In such event, Mercy may reduce the number of Students eligible to participate in the Clinical Experience with prior notice to the School and adequate time for the School to reassign the Student(s) to another clinical site.

**4.2. COOPERATION**. School and Mercy shall arrange, provide, and/or cooperate as necessary in the orientation of the Faculty and Students concerning Mercy's policies, procedures, rules and regulations, emergency preparedness, medical record systems, and other operational matters as necessary to assure an appropriate orientation.

**4.3. STUDENT EDUCATION AND HEALTH RECORDS**. School and Mercy agree to protect the privacy of student educational records and to refrain from use or disclosure of a Student's educational records without the Student's written consent or as otherwise allowed without consent under the federal Family Educational Rights and Privacy Act and the regulations promulgated thereunder ("FERPA") as applicable to the records in question. School agrees to have each Student sign an appropriate consent form when necessary to comply with FERPA and/or other laws for the exchange/disclosure of educational records and student health records between the parties.

**4.4. ENDORSEMENTS**. Neither Party shall use the name of the other in any promotional or advertising material unless review and written approval of the intended use shall first be obtained from the Party whose name is to be used.

**4.5. REPORT CLAIMS**. Each Party shall provide the other Party with immediate written notice of any claims, complaints, and inquires arising under this Agreement. Each Party shall further cooperate with the other Party and its attorneys in the investigation and defense of such claims, complaints, and inquiries.

**4.6. COMPLIANCE WITH EXTERNAL REQUESTS**. Each Party agrees to provide reasonable assistance to the other Party and access by the other Party to each Party's information and personnel as necessary in connection with regulatory or accreditation reviews and any duly authorized state or federal government requests as necessary to verify the nature and extent of the affiliation of the Parties under this Agreement. School agrees for a minimum period of six (6) years after the last Clinical Experience contemplated herein has been completed, to retain this Agreement (including all amendments hereto) and any of School's books, documents and records, which may serve to verify the Clinical Experience covered by this Agreement.

## **5. TERMINATION**

**5.1. TERMINATION WITHOUT CAUSE**. Either Party may terminate this Agreement at any time without cause by providing the other Party at least sixty (60) days prior written notice. In the event that this Agreement is terminated, Students who are participating in the Clinical Experience at the time of termination shall be allowed to complete such assignment under the terms and conditions herein set forth.

**5.2. TERMINATION FOR BREACH/CAUSE**. This Agreement shall terminate immediately upon the occurrence of any of the following: (i) the other Party breaches this Agreement and such breach is not cured within thirty (30) days after receipt by the breaching Party of written notice of such breach; (ii) either Party loses its license, accreditation or is convicted of a criminal offense related to health care or is listed by a federal agency as debarred, excluded or otherwise illegible for federal health care program participation; (iii) either Party no longer is able to provide the service for which this Agreement was sought; or (iv) if either Party fails to maintain insurance coverage as required by this Agreement. This Agreement may be immediately terminated by Mercy upon written notice to School for cause in the event of patient safety or other operational safety or regulatory concerns.

**5.3. TERMINATION OF STUDENTS**. Mercy may immediately remove any Student participating in the Clinical Experience from Mercy's premises for behavior that Mercy deems to be an immediate threat to the health or welfare of its patients, staff members, visitors, or operations. In such event, Mercy shall notify the School in writing of its actions and the reasons for it actions as soon as practicable. If Mercy desires to remove a Student for any other reason, it shall notify the School in writing of the reasons for the removal and shall consult with the School before removing the Student.

## 6. GENERAL PROVISIONS

**6.1. GOVERNING LAW**. This Agreement shall be governed and interpreted according to the laws of the State of Missouri.

**6.2. ASSIGNMENT**. This Agreement shall be binding upon School and Mercy and their respective successors, assigns and legal representatives of the parties hereto. Neither this Agreement, nor any rights hereunder, may be assigned without the written consent of the non-assigning Party, which consent shall not be unreasonably withheld, except that Mercy may assign its interest or delegate the performance of its obligations to an Affiliate without the consent of School. "Affiliate" is defined as any entity related to Mercy through common ownership or control.

**6.3. WAIVER OF BREACH/UNENFORCEABILITY**. The waiver by either School or Mercy of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach thereof. The invalidity or unenforceability of any terms or provisions of this Agreement will in no way affect the validity or enforceability of any other term or provision hereof.

**6.4. NON-DISCRIMINATION**. The Parties hereto shall abide by the requirements of Executive Order 11246, 42 U.S.C. Section 2000d and the regulations thereto, as may be amended from time to time, as well as any and all applicable rules and regulations of the State. There shall be no unlawful discrimination or treatment because of race, color, religion, sex, national origin, ancestry, military status, sexual orientation or handicap in the employment, training, or promotion of students or personnel engaged in the performance of this Agreement.

**6.5. FORCE MAJEURE**. Each Party shall be fully excused from performance of any obligations arising pursuant to this Agreement during any period in which such Party is prevented from performing such services as a result of an Act of God, war, civil disturbance, court order, or labor dispute upon notification to the other Party of such cause and such non-performance shall not be a breach of this Agreement for purposes of termination.

**6.6. NOTICE**. Any notice required or allowed to be given hereunder shall be deemed to have been given upon deposit in the United States mail, registered or certified, with return receipt requested, and addressed to the Party to this Agreement to whom notice is given at the address of the respective Party stated below or such changed address as such Party may give by written notice to the other.

If to School:	Citizens Memorial Hospital
	1500 N. Oakland Avenue
	Bolivar, MO 65613
A	Attn: Donald Babb, CEO
If to Mercy:	Mercy EMS
	1407 E. Saint Louis St.
	Springfield, MO 65802
A	Attn: Paramedic Program Coordinator

A copy of all notices, whether given by School or Mercy, shall also be sent:

With Copy To:

	Mercy Springfield Communities
	Legal Department
	1235 E. Cherokee
	Springfield, MO 65804
Attn:	VP/Regional General Counsel

**6.7. THIRD-PARTY RIGHTS**. It is not the intention of either Party to this Agreement to create any rights or remedies in any third party under this Agreement or any person receiving services from either Party pursuant to this Agreement, and no third party shall have the right to enforce the terms of this Agreement.

**6.8. ETHICAL AND RELIGIOUS DIRECTIVES**. Each Party hereby acknowledges that Mercy is bound by the *Ethical and Religious Directives for Catholic Healthcare Services* as promulgated, from time to time, by the United States Conference of Catholic Bishops, Washington, D.C., of the Roman Catholic Church, and that the principles and beliefs of the Roman Catholic Church ("Ethical and Religious Directives") which precludes Mercy from performing health care services that in any way contravene the Ethical and Religious Directives.

**6.9. SEVERABILITY**. If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable, then the remainder of this Agreement and the application of any term or provision to any person or circumstances, other than those to which it is held invalid or unenforceable, shall not be affected thereby and all other terms shall be valid and enforceable to the fullest extent permitted by law.

## 6.10. INDEMNIFICATION.

(a) School agrees to indemnify and hold harmless Mercy, its directors, officers, employees, agents, representatives, successors, assigns, and subcontractors from and against any and all claims, demands, actions, settlements or judgments, including reasonable attorneys' fees and litigation expenses, based upon or arising out of the activities described in this Agreement, where such claims, demands, actions, settlements or judgments relate to the negligence, actions or omissions of School. School shall assume responsibility for the cost of equipment and supplies of Mercy that are negligently or willfully broken or damaged by Students.

(b) Mercy agrees to indemnify and hold harmless School, its directors, officers, employees, agents, representatives, successors, assigns, and subcontractors from and against any and all claims, demands, actions, settlements or judgments, including reasonable attorneys' fees and litigation expenses, based upon or arising out of the activities described in this Agreement, where such claims, demands, actions, settlements or judgments relate to the negligence, actions or omissions of Mercy.

**6.11. SURVIVAL**. Any provision which expressly or by its context requires, after termination of this Agreement, action or places obligations on the Parties to this Agreement, shall so survive the termination of this Agreement.

**6.12. LEGAL JEOPARDY**. Notwithstanding anything to the contrary herein contained, in the event the performance by either Party hereto of any term, covenant, condition or provision of this Agreement jeopardizes: (i) the licensure of either Party; (ii) its participation in or the payment or reimbursement from Medicare, state sponsored Medicaid program, Blue Cross or other reimbursement or payment programs; (iii) its full accreditation by The Joint Commission or any other state or nationally recognized accreditation organization; (iv) the tax-exempt status of a Party; (v) any of its property or financing (or the interest income thereon, as applicable); (vi) will prevent or prohibit any physician, or any other reason said performance should be in violation of any statute, ordinance, be otherwise deemed illegal, or be deemed unethical by any recognized body, agency, or association in the medical or hospital fields; then the Party in jeopardy may at its option either: (i) terminate this Agreement and if the parties are unable to resolve the matter within thirty (30) days thereafter, such Party may, at its option, terminate this Agreement immediately.

**6.13. COUNTERPARTS**. The Parties agree that this Agreement may be executed in multiple originals, each of which shall be considered an original for all purposes and, collectively, shall be considered to constitute this Agreement. The Parties further agree that signatures transmitted by facsimile or in Portable Document Format (pdf) may be considered an original for all purposes, including, without limitation, the execution of this Agreement and enforcement of this Agreement.

**6.14. HEADINGS**. The headings and subheadings in this Agreement are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

**6.15. INDEPENDENT PARTIES**. School and Mercy are independent contractors and nothing in this Agreement shall be construed or implied to create an agency, partnership, employment or other relationship. Students are not employees of Mercy and no Students participating in the Clinical Experience pursuant to this Agreement are entitled to any employment benefits, fringe benefits, Worker's Compensation, disability benefits or any other benefits offered to employees of Mercy except as may be expressly set forth herein. No Party shall have the authority to agree to or incur expenses on behalf of the other Party.

**6.16. WARRANTY OF NON-EXCLUSION**. Each Party represents and warrants to the other that it is not: excluded from participation in any Federal Health Care Program, including Medicare and Medicaid; debarred, suspended or otherwise excluded from participating in any other federal or state procurement or non-procurement program or activity; or designed a Specially Designed National or Blocked Person by the office of Foreign Asset Control of the U.S. Department of Treasury. Each Party further represents and warrants to the other Party that to its knowledge, there are no pending or threatened governmental investigations that may lead to such exclusions. In the event that School or any individual providing services to Mercy, including any Student, is in breach of this section, this Agreement shall automatically terminate as of the date of such exclusion or breach. School further agrees that any individual employed or contracted by School who is excluded from participation in federally funded health care programs during the term of this Agreement shall automatically be deemed ineligible from participating in the Clinical Experience at Mercy pursuant to this Agreement.

**6.17. ENTIRE AGREEMENT**. This Agreement supersedes all previous contracts or agreements between the Parties for the same services, and constitutes the entire Agreement between the Parties. Neither Party shall be entitled to benefits other than those specifically enumerated herein. Any modifications hereto shall be valid only if set forth in writing and signed by all parties hereto.

[Signature Page Follows]

# SIGNATURE PAGE TO ACADEMIC AFFILIATION AGREEMENT

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their respective authorized representatives as of the day and year first above written.

#### **SCHOOL:**

#### **MERCY:**

CITIZENS MEMORIAL HOSPITAL

Soll By: Name: Donald Title: Chief Executive Officer Date: 6.2 - (-

MERCY EMERGENCY MEDICAL SERVICES

By:

Name: Luke D. Walker Title: Paramedic Program Coordinator Date: May 31, 2017

## EXHIBIT A List of Educational Programs

Citizens Memorial Hospital Paramedic Course

# 6.060.80 - Polk County Central Dispatch Clinical Agreement

CMH EMS Education Department may send interns to **Polk County Central Dispatch**. All students will be scheduled with appointed clinical coordinator. Any employee has the authority to dismiss any intern from clinical time if deemed necessary. Immediate contact must be made to the training entity program director if an intern is dismissed. Primary patient care and safety is the responsibility of the clinical site agency. The clinical site agency has the responsibility for teaching interns and will permit interns to participate in procedures limited to the scope of practice for the licensure the intern is currently pursuing. All procedures will be conducted under the appropriate supervision of the clinical site agency staff.

If an intern is injured or exposed to blood or body fluids during clinical internship, the clinical site agency will follow its standard practices and shall provide the exposed intern the same counseling, testing, and immediate medication as it does for its employees. The clinical site agency will hold CMH and each intern harmless for any claim, suit, or other liability arising in connection with the performance of the intern under this agreement.

The clinical site agency will provide CMH EMS Education Department with an evaluation of the intern performance through written or online evaluations of the intern's competency.

ID name badges provided by CMH will be required to be worn by interns during their internship. Interns will be required to be in uniform during their internship. The clinical site agency may provide interns with different uniforms at its own cost if required, such as scrubs.

Only those interns who have met the following requirements will be eligible to attend clinical training:

- Background check completed by CMH Human Resources Department.
- Have liability insurance.
- Have attended HIPAA training.
- Have had all immunizations required of a healthcare professional.
- Have completed didactic and psychomotor training to prepare the student for the clinical experience.

To the extent that CMH EMS EMS Education Department may be considered a "business associate" under the Health Insurance Portability and Accountability Act of 1996 Privacy and Security Rule, and to the extent Protected Health Information (PHI) is provided to interns and or instructors may access PHI in review of intern performance, CMH EMS Education Department agrees that it will use only a Limited Data Set (LDS) in the reporting gathered from and by interns in their clinical experience.

Any party may terminate this agreement at any time with 90 days prior written notice. Such termination shall apply only to future rotations of interns and shall not affect the current rotation of interns. This agreement does not create a joint venture or partnership, is not a third party beneficiary agreement, and creates no rights for interns.

Date of agreement:	3/29/17
Signature of Training	Entity Coordinator: them Mulm
Signature of PCCD D	irector Marth Aleell

#### EMR STUDENT CLINICAL DETAILS

First semester EMR students will be sent to this site as part of Section 6.120 - Emergency Medical Responder Program [EMR Academy] (page 301). These students will be required to complete at least four (4) hours at a 9-1-1 Center shadowing emergency medical call-takers or dispatchers. A minimum of one (1) trauma patient and one (1) medical patient must be encountered to complete all clinicals.

EMR students are encouraged and allowed to perform the following skills:

- Basic assessments and vitals
- Pharyngeal airways
- BVM
- Upper airway suction
- Oxygen administration
- Manual fracture stabilization and SMR
- Bleeding control

## EMD STUDENT CLINICAL DETAILS

First semester EMD students will be sent to this site as part of Section 6.240 - Emergency Medical Dispatch Program [EMD Academy] (page 305). These students will be required to complete at least four (4) hours at a 9-1-1 Center shadowing emergency medical call-takers or dispatchers. A minimum of one (1) trauma patient and one (1) medical patient must be encountered to complete all clinicals.

EMD students are encouraged and allowed to perform the following skills:

• Observation only

## EMT STUDENT CLINICAL DETAILS

First semester EMT students will be sent to this site as part of course EMS 102 - EMT Field Experience (page 321). These students will be required to complete at least four (4) hours at a 9-1-1 Center shadowing emergency medical call-takers or dispatchers. A minimum of six (6) trauma patients and six (6) medical patients must be encountered to complete all clinicals.

EMT students are encouraged and allowed to perform the following skills:

- Basic assessments and vitals
- 12-lead acquisition and transmission
- Pharyngeal and blind-insertion airways
- BVM
- Assist with CPAP/BiPAP
- Upper airway suction
- Blood glucose monitoring
- Oxygen, oral glucose, and aspirin administration
- Manual fracture stabilization and SMR
- Bleeding control

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# 6.060.85 - Polk County Health Center Clinical Agreement

CMH EMS Education Department may send interns to **Polk County Health Center**. All students will be scheduled with appointed clinical coordinator. Any employee has the authority to dismiss any intern from clinical time if deemed necessary. Immediate contact must be made to the training entity program director if an intern is dismissed. Primary patient care and safety is the responsibility of the clinical site agency. The clinical site agency has the responsibility for teaching interns and will permit interns to participate in procedures limited to the scope of practice for the licensure the intern is currently pursuing. All procedures will be conducted under the appropriate supervision of the clinical site agency staff.

If an intern is injured or exposed to blood or body fluids during clinical internship, the clinical site agency will follow its standard practices and shall provide the exposed intern the same counseling, testing, and immediate medication as it does for its employees. The clinical site agency will hold CMH and each intern harmless for any claim, suit, or other liability arising in connection with the performance of the intern under this agreement.

The clinical site agency will provide CMH EMS Education Department with an evaluation of the intern performance through written or online evaluations of the intern's competency.

ID name badges provided by CMH will be required to be worn by interns during their internship. Interns will be required to be in uniform during their internship. The clinical site agency may provide interns with different uniforms at its own cost if required, such as scrubs.

Only those interns who have met the following requirements will be eligible to attend clinical training:

- Background check completed by CMH Human Resources Department.
- Have liability insurance.
- Have attended HIPAA training.
- Have had all immunizations required of a healthcare professional.
- Have completed didactic and psychomotor training to prepare the student for the clinical experience.

To the extent that CMH EMS EMS Education Department may be considered a "business associate" under the Health Insurance Portability and Accountability Act of 1996 Privacy and Security Rule, and to the extent Protected Health Information (PHI) is provided to interns and or instructors may access PHI in review of intern performance, CMH EMS Education Department agrees that it will use only a Limited Data Set (LDS) in the reporting gathered from and by interns in their clinical experience.

Any party may terminate this agreement at any time with 90 days prior written notice. Such termination shall apply only to future rotations of interns and shall not affect the current rotation of interns. This agreement does not create a joint venture or partnership, is not a third party beneficiary agreement, and creates no rights for interns.

Date	of agreement:	12-1-2014	
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Signature of PCHC Administrator: Menelle Morris

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