

**Clinical Student Agreement between
Taney County Ambulance District
and
Citizens Memorial Hospital EMS Education Department**

I. PARTIES

A. Taney County Ambulance District

1. *Darryl Coontz, Chief*
2. *Hollister, MO 65672; 417-334-6586*
3. *Hereinafter referred to as "TCAD"*

B. Citizens Memorial Hospital

1. *Donald Babb, CEO*
2. *Bolivar, MO 65613; 417-326-6000*
3. *Hereinafter referred to as "CMH"*

II. RECITALS

- A. **AGREEMENT:** This agreement is made and entered into this First day of February, 2019 (2/1/19), by and between TANEY COUNTY AMBULANCE DISTRICT, hereinafter known as TCAD, and CITIZENS MEMORIAL HOSPITAL, hereinafter known as CMH.
- B. **PURPOSE:** The purpose of this agreement is to provide guidelines regarding the clinical experience of students enrolled in the **Emergency Medical Responder (EMR) Academy, Emergency Medical Technician (EMT) Academy, Advanced Emergency Medical Technician (AEMT)**, and/or **Paramedic Academy** programs offered by CMH. It is to the mutual benefit of CMH and TCAD to provide satisfactory clinical experiences for students enrolled in the programs at CMH. CMH and TCAD agree to the following provisions:
1. **REPLACING STAFF:** *Students assigned to TCAD will have the status of "learners" and will not replace TCAD's staff employees or have final responsibility for patient care. TCAD will maintain at all times a sufficient level of staff employees to carry out its regular duties and, when appropriate, to provide adequate supervision of students. TCAD will retain complete responsibility for patient care. It is the expectation and desire of the parties that students will observe, assist, and apply skills and techniques in accordance with their abilities and skills, as developed during the course of their study.*

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2. EMPLOYMENT EXPECTATIONS: Students will be treated as trainees who have no expectation of receiving compensation or future employment from TCAD.
3. BENEFITS: It is understood and agreed that students are not employed by TCAD and therefore are not eligible for employee benefits including Workers' Compensation, life insurance, health insurance, or retirement benefits. CMH will provide Workers' Compensation insurance for CMH faculty and students in connection with their activities under this contract.
4. NON-DESCRIMINATION: Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status, or national origin.
5. EXPENSES: TCAD shall have no responsibility to CMH for any expense, meal cost, laundering costs or medical expense of any student participating in any way connected with or relating to such student's participation, including any illness contracted while participating.
6. DAMAGE: All breakage, loss or waste of supplies, damage to facilities or equipment, and all damage to TCAD's property resulting from any act or omission of any student in the program shall be reported by TCAD to CMH.
7. INJURIES: TCAD will provide or refer for emergency medical treatment for students (and faculty, if applicable) in the event of accident or injury during assigned clinical experience. CMH will provide TCAD with the name, phone number, and address of CMH's Worker Compensation carrier in the event of a student or faculty member injury.
8. INSURANCE: All students and other participants pursuant to this agreement shall have and maintain at no cost or expense to TCAD general liability and professional malpractice insurance for any act or omission of any SCHOOL participant in the program having minimum coverage limits of \$1,000,000 per person and \$1,000,000 per occurrence for any and all claims made or arising out of events occurring during the term of the agreement. CMH shall provide written assurance to TCAD prior to commencement of performance of this agreement that all such insurance is issued and outstanding as herein provided.
9. CONFIDENTIALITY: The confidentiality of patient records and student records will be maintained at all times.
10. POLICIES: Students are subject to the policies and regulations of TCAD, and during clinical assignments, students will abide by the standards set for TCAD's employees in matters relating to patient care, along with TCAD's practices and policies, including confidentiality of all patient and employee related information.

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11. **SAFETY TRAINING:** CMH agrees to provide "core" HIPAA (Health Insurance Portability and Accountability Act), Blood Borne Pathogen/Standard Precautions, and fire safety training to meet TCAD's requirements. Training will be provided by CMH to students and faculty as needed. CMH will provide to TCAD a list of completed trainings and related student names upon request.
12. **RESPIRATORY PROTECTION:** CMH agrees to perform qualitative fit testing for respiratory protection with a N95 mask. This testing will ensure that all students are compliant with TCAD's respiratory protection guidelines, and that the respiratory protection equipment supplied by TCAD during the ride shift will work as designed by the manufacturer. Results of the fit testing will be made available to TCAD upon request.
13. **VACCINATIONS:** CMH will provide TCAD with verification of student negative TB test and immunization status. CMH requires all students to be vaccinated (at least the first round of vaccinations, if multi-dose) for the following:
 - a) Measles, Mumps, Rubella, and Rubeola (MMR),
 - b) Seasonal Influenza (if between November and February),
 - c) Hepatitis B,
 - d) Tetanus, Diphtheria, and Pertussis (TDAP).
14. **OTHER VERIFICATIONS:** CMH will provide TCAD with verification of student current CPR certification, criminal background check, and urine drug screen results, if requested.
15. **ORIENTATION:** TCAD's personnel will orient CMH's instructors with TCAD's policies and practices prior to the arrival of students for field assignments.
16. **SCHEDULING:** TCAD shall determine the maximum allowable number of participants at any one time in any clinical setting, and shall control scheduling at all reasonable times of all clinical experiences and opportunities. CMH and TCAD shall meet periodically at mutually convenient times throughout the term of this Agreement to coordinate routine administrative matters incident to this Agreement.
17. **UNIFORM:** While working with TCAD, students will dress professionally in a uniform that is mutually agreed upon by both agencies. Students will display a photo ID issued by TCAD while performing clinical rotations. If TCAD does not provide photo IDs, a photo ID indicating student status will be provided by CMH. In the interest of student protection during education activities, CMH personnel on the scene of motor vehicle collisions or in other potentially hazardous environments will wear a PPE ensemble as indicated by TCAD's guidelines for PPE usage.

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18. CLINICAL COORDINATOR: TCAD will designate an appropriate staff member to coordinate educational activities with CMH. CMH faculty will retain overall responsibility for the selection of appropriate learning experiences for students and the evaluation of student performance.
19. PRECEPTORS: TCAD will designate specific staff as preceptors or field training officers (FTO's) to facilitate students' learning during agreed upon clinical term(s).
- a) IN-HOSPITAL PRECEPTORS: Students in hospital settings or other non-ambulance settings should be assigned a preceptor that is identified by TCAD as an employee who is an experienced practitioner and instructor for new hires and students to facilitate learning experiences.
 - b) AMBULANCE FIELD EXPERIENCE FTOS: Student riding on ambulances (not performing as team lead) should be assigned an FTO that is identified by TCAD as an employee who is an experienced practitioner and instructor for new hires and students to facilitate learning experiences.
 - c) AMBULANCE FIELD INTERNSHIP MENTORS: Paramedic students riding on ambulance in the final phase of their training must ride with an assigned mentor for a specified number of calls and with FTOs for the remainder of their field internship time. Field internship time is where the student acts as team lead. All mentors and FTOs in this phase must have documented preceptor training. Such documentation shall be provided to CMH by TCAD upon request. If TCAD does not have formal preceptor training, CMH can provide access to online education.
20. ACCREDITATION SITE VISIT: TCAD will maintain all standards that make it eligible for approval as a clinical site for instruction in a state-accredited program. TCAD will permit authorities responsible for accreditation of CMH's curriculum to inspect TCAD clinical facilities and services as necessary.
21. STUDENT DISCIPLINE: Students will be permanently dismissed from participation in clinical experiences at TCAD after the appropriate disciplinary policies and procedures of TCAD have been followed. TCAD may require any student to immediately leave its premises if TCAD reasonably believes the student poses an immediate threat or danger. TCAD and CMH will immediately notify the other of the removal of a student from clinical sessions. If TCAD is providing notice to CMH, it will provide an explanation of the basis for removal.
- C. DELAY: The delay or failure of performance by either party will not constitute default under the terms of this agreement, nor will it give rise to any claims against either party for damages. The sole remedy for breach of this agreement will be immediate termination.
- D. This agreement will in no way be interpreted as creating an agency or employment relationship between the parties.

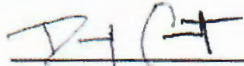
III. DURATION

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

IV. EXECUTION

- A. In witness thereof, the parties have executed this agreement on the **First day of February, 2019 (2/1/19).**

For Taney County Ambulance District:

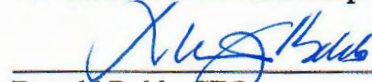


Darryl Coontz, Chief

2-5-19

Date

For Citizens Memorial Hospital:



Donald Babb, CEO

2-13-19

Date