

# Sub-Section 1-105-30 - Clinical Agreement - ELLETT

## CMH EMS Education Manual

Current version: 14

## Clinical Student Agreement between Ellett Memorial Hospital and Citizens Memorial Hospital

### I. Parties

#### A. Ellett Memorial Hospital

1. Laura Smith, CEO
2. 660-476-2111
3. Appleton City, MO 64724
4. Hereinafter referred to as ELLETT

#### B. Citizens Memorial Hospital

1. Gary Fulbright, CEO
2. 417-326-6000
3. 1500 N Oakland Ave, Bolivar, MO 65613
4. Hereinafter referred to as CMH

### II. Recitals

A. **AGREEMENT**: This agreement is made and entered into by and between Ellett Memorial Hospital, hereinafter known as ELLETT, 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 Emergency Medical Services (EMS) Academy (including, but not limited to: Emergency Medical Responder, Emergency Medical Technician, Paramedic, Critical Care Paramedic, and/or Community Paramedic) programs offered by CMH. It is to the mutual benefit of CMH and ELLETT to provide satisfactory clinical experiences for students enrolled in the programs at CMH. CMH and ELLETT agree to the following provisions:



1. **REPLACING STAFF**: Students assigned to ELLETT will have the status of "learners" and will not replace ELLETT's staff employees or have final responsibility for patient care. ELLETT 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. ELLETT 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.
2. **EMPLOYMENT EXPECTATIONS**: Students will be treated as trainees who have no expectation of receiving compensation or future employment from ELLETT.
3. **BENEFITS**: It is understood and agreed that students are not employed by ELLETT 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**: ELLETT 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 ELLETT's property resulting from any act or omission of any student in the program shall be reported by ELLETT to CMH.
7. **INJURIES**: ELLETT 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 ELLETT 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 ELLETT general liability and



professional malpractice insurance for any act or omission of any CMH 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 ELLETT 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 ELLETT, and during clinical assignments, students will abide by the standards set for ELLETT's employees in matters relating to patient care, along with ELLETT's practices and policies, including confidentiality of all patient and employee related information.
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 ELLETT's requirements. Training will be provided by CMH to students and faculty as needed. CMH will provide to ELLETT's a list of completed trainings and related student names upon request.
12. **VACCINATIONS**: CMH will provide ELLETT 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, Diptheria, and Pertussis (TDAP).
13. **OTHER VERIFICATIONS**: CMH will provide ELLETT with verification of student current CPR certification, criminal background check, and urine drug screen results, if requested.
14. **ORIENTATION**: ELLETT's personnel will orient CMH's instructors with ELLETT's policies and practices prior to the arrival of students for field assignments.
15. **SCHEDULING**: ELLETT 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 ELLETT shall meet periodically at mutually convenient times throughout the term of this agreement to coordinate routine administrative matters incident to this agreement.

16. **UNIFORM**: While working with ELLETT, students will dress professionally in a uniform that is mutually agreed upon by both agencies. Students will display a photo ID issued by ELLETT while performing clinical rotations. If ELLETT 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 ELLETT's guidelines for PPE usage.
17. **CLINICAL COORDINATOR**: ELLETT 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.
18. **PRECEPTORS**: ELLETT 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 ELLETT as an employee who is an experienced practitioner and instructor for new hires and students to facilitate learning experiences.
  - b. **AMBULANCE FIELD EXPERIENCE FTOS**: Students riding on ambulances (not performing as team lead) should be assigned an FTO that is identified by ELLETT 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 ELLETT upon request. If ELLETT does not have formal preceptor training, CMH can provide access to online education.



19. **ACCREDITATION SITE VISIT:** ELLETT will maintain all standards that make it eligible for approval as a clinical site for instruction in a state-accredited program. ELLETT will permit authorities responsible for accreditation of CMH's curriculum to inspect ELLETT clinical facilities and services as necessary.
  20. **STUDENT DISCIPLINE:** Students may be permanently dismissed from participation in clinical experiences at ELLETT after the appropriate disciplinary policies and procedures of ELLETT have been followed. ELLETT may require any student to immediately leave its premises if ELLETT reasonably believes the student poses an immediate threat or danger. ELLETT and CMH will immediately notify the other of the removal of a student from clinical sessions. If ELLETT 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 date below.

**B. For Ellett Memorial Hospital:**

Laura Smith, CEO

Signature:



Date:

10/2/2020

**C. For Citizens Memorial Hospital:**

Gary Fulbright, CEO

Signature:



Date:

9/22/20

CMH EMS Education Mission: *"Provide state-of-the-art education to develop and support a team of exceptional emergency medical professionals."*

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