

# Sub-Section 1-105-38 - Clinical Agreement - HCHD

CMH EMS Education Manual

## Clinical Student Agreement between Hickory County Health Department and Citizens Memorial Hospital

### I. Parties

#### A. Hickory County Health Department

1. Dawn Vader, Administrator
2. 417-745-2138
3. 24885 Hwy 254, Hermitage, MO 65668
4. Hereinafter referred to as HCHD

#### B. Citizens Memorial Hospital

1. Michael Calhoun, 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 Hickory County Health Department, hereinafter known as HCHD, 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 HCHD to provide satisfactory clinical experiences for students enrolled in the programs at CMH. CMH and HCHD agree to the following provisions:

1. **REPLACING STAFF:** Students assigned to HCHD will have the status of "learners" and will not replace HCHD's staff employees or have final responsibility for patient care. HCHD 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. HCHD 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 HCHD.
3. **BENEFITS:** It is understood and agreed that students are not employed by HCHD 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-DISCRIMINATION**: 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**: HCHD 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 HCHD's property resulting from any act or omission of any student in the program shall be reported by HCHD to CMH.
7. **INJURIES**: HCHD 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 HCHD 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 HCHD 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 HCHD 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 HCHD, and during clinical assignments, students will abide by the standards set for HCHD's employees in matters relating to patient care, along with HCHD'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 HCHD's requirements. Training will be provided by CMH to students and faculty as needed. CMH will provide to HCHD's a list of completed trainings and related student names upon request.
12. **VACCINATIONS**: CMH will provide HCHD 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).
13. **OTHER VERIFICATIONS**: CMH will provide HCHD with verification of student current CPR certification, criminal background check, and urine drug screen results, if requested.
14. **ORIENTATION**: HCHD's personnel will orient CMH's instructors with HCHD's policies and practices prior to the arrival of students for field assignments.



15. **SCHEDULING:** HCHD 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 HCHD 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 HCHD, students will dress professionally in a uniform that is mutually agreed upon by both agencies. Students will display a photo ID issued by HCHD while performing clinical rotations. If HCHD 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 HCHD's guidelines for PPE usage.
  17. **CLINICAL COORDINATOR:** HCHD 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:** HCHD 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 HCHD 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 HCHD 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 HCHD upon request. If HCHD does not have formal preceptor training, CMH can provide access to online education.
  19. **ACCREDITATION SITE VISIT:** HCHD will maintain all standards that make it eligible for approval as a clinical site for instruction in a state-accredited program. HCHD will permit authorities responsible for accreditation of CMH's curriculum to inspect HCHD clinical facilities and services as necessary.
  20. **STUDENT DISCIPLINE:** Students may be permanently dismissed from participation in clinical experiences at HCHD after the appropriate disciplinary policies and procedures of HCHD have been followed. HCHD may require any student to immediately leave its premises if HCHD reasonably believes the student poses an immediate threat or danger. HCHD and CMH will immediately notify the other of the removal of a student from clinical sessions. If HCHD 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 Hickory County Health Department:

Dawn Vader, Administrator

Signature: Dawn Vader

Date: 2/6/2023

C. For Citizens Memorial Hospital:

Michael Calhoun, CEO

Signature: Michael

Date: 2/9/23

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

