

AN ORDINANCE AUTHORIZING THE CITY MANAGER AND THE DIRECTOR OF PUBLIC SAFETY TO EXECUTE AN EMERGENCY MEDICAL STUDENT CLINICAL AFFILIATION AGREEMENT FOR FIELD-BASED SITES WITH THE CURATORS OF THE UNIVERSITY OF MISSOURI.

WHEREAS, the University of Missouri-Kansas City (UMKC) is engaged in the education of students participating in a State of Missouri-accredited Emergency Medical Services Program; and

WHEREAS, the City is organized for the purpose of providing advanced life support ambulance service to the community through its Public Safety and Fire Departments; and

WHEREAS, the parties desire to enter into an agreement to create an affiliation where University students enrolled in the Emergency Medical Services Program may be assigned to the City for clinical education under the direction of a state-licensed emergency medical technician or paramedic.

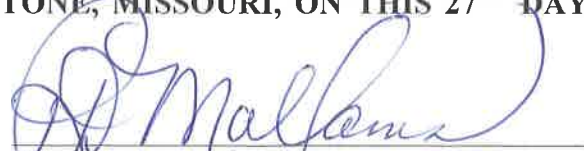
NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF THE CITY OF GLADSTONE, MISSOURI, AS FOLLOWS:

Section 1. The City Manager and the Director of Public Safety are hereby authorized to execute an Emergency Medical Student Clinical Affiliation Agreement for Field-Based Sites with the Curators of the University of Missouri.

Section 2. That this Ordinance shall be in full force and effect from and after its passage.

Section 3. That all ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

INTRODUCED, PASSED, SIGNED, AND MADE EFFECTIVE BY THE CITY COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, ON THIS 27TH DAY OF NOVEMBER, 2017.


R.D. Mallams, Mayor

ATTEST:


Ruth E. Bocchino, City Clerk

1st Reading: 11/27/17

2nd Reading: 11/27/17



**Department of Public Safety
Administration
Memorandum MJH 17-45**

DATE: November 20, 2017

TO: Scott C. Wingerson, City Manager

FROM: Chief Michael J. Hasty, Director of Public Safety *MJH*

CC: Chris Williams, City Attorney
Division Chief Sean Daugherty, Fire/EMS Division Commander
Ruth Bocchino, City Clerk

RE: UMKC – EMS STUDENT FIELD CLINICAL AGREEMENT

The University of Missouri, Kansas City (UMKC) operates a paramedic training program through their School of Medicine in Kansas City, Missouri. Paul Ganss, Clinical Training Facility Manager at UMKC, contacted Division Chief Sean Daugherty to request the City of Gladstone Public Safety Department serve as a “Clinical Site” for field training of students enrolled in the paramedic training program at the university.

The department has served as a field “Clinical Site” for other paramedic training entities such as the programs at the University of Iowa and the Central Jackson County Fire Protection District. These programs are very important to paramedic training as they provide students with first-hand experience in practicing emergency medicine alongside trained and licensed emergency medical services (EMS) professionals. The Public Safety Department benefits from this experience by exposing students seeking a position as a paramedic to the advantages of working in Gladstone. EMS professionals in the Public Safety Department also benefit from the experience in teaching paramedic students as it refreshes basic EMS training and sharpens perishable skills. Paramedics within the department will be selected to serve as “preceptors” in this program to provide direct oversight and training to paramedic students.

Attached is a copy of the “*Emergency Medical Services Student Clinical Affiliation Agreement for Field-Based Sites*” allowing paramedic students enrolled in the Emergency Medical Services Program at UMKC to be assigned to the Public Safety Department ambulance service for clinical education under the direction of a paramedic employed by our department. City Attorney Chris Williams has reviewed the agreement and a bill has been drafted for an ordinance to be placed on the agenda for the Monday, November 27, 2017 Regular City Council Meeting.

The agreement allows our department to control the scheduling of students during times where selected “preceptors” are available. Participation in this program will not pose any hardship to the department or the City of Gladstone. Please advise if you need further information.



***Department of Public Safety
Fire/EMS
Memorandum -18-12-SCD***

DATE: 11/20/2017

TO: Director Mike Hasty

FROM: Division Chief Daugherty

RE: Clinical Field Partnership with UMKC

Chief,

Paul Ganns from the University of Missouri-Kansas City (UMKC) has recently contacted me in reference that we might become a Clinical Field Training site for his paramedic students. Mr. Ganns is Program Manager for UMKC Pre-Hospital Emergency Medicine Program. He currently has a class of seven (7) students, which will be ready to start their field clinicals in January of 2018. He has had several of his students inquire about doing their field training at our department.

These clinical rotations would only happen between the hours of 8 AM and 8 PM with no overnight hours. Mr. Ganns would meet with the preceptors that we choose from each shift and hold a small informative class on the student's paperwork and how it should be filled out. The students would schedule their time through an online program, which we as a department would have access to this program. Having access will give the ability to make sure students are signing up on days that a preceptor is available. The EMS Chief will coordinate and serve as a liaison between the department and the school.

This opportunity would assist us in our recruitment endeavors for future openings and give us a chance to look at these students and develop them into outstanding medics. Departments in the area, which are Clinical Field Sites have an opportunity to recruit these new students and to showcase their departments before student completing their I have submitted a Student Clinical Affiliation Agreement to the city's legal representative for review. It is in my hopes that we can enter into this agreement to benefit both entities.

Respectfully,


Division Chief Sean Daugherty

Bill 17-29
Ord 4.404

**EMERGENCY MEDICAL SERVICES
STUDENT CLINICAL AFFILIATION AGREEMENT
FOR FIELD-BASED SITES**

THIS AGREEMENT is made and dated this 19th day of December, 2017, by and between **THE CURATORS OF THE UNIVERSITY OF MISSOURI**, a public corporation, hereinafter referred to as **UNIVERSITY**, and **the City of Gladstone, Missouri** a Missouri municipal corporation, hereinafter referred to as **CLINICAL SITE**.

WITNESSETH:

WHEREAS, the **UNIVERSITY** is engaged in the education of students participating in a State of Missouri-accredited Emergency Medical Services Program; and

WHEREAS, the **CLINICAL SITE** is organized for the purpose of providing advanced life support ambulance service to the community through its Fire Department; and

WHEREAS, the parties desire to enter into an agreement to create an affiliation where University students enrolled in the Emergency Medical Services Program may be assigned to **CLINICAL SITE** for clinical education under the direction of a state-licensed emergency medical technician or paramedic.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound hereby, the parties hereby agree as follows:

1. UNIVERSITY Agrees:

1.1 To assume full responsibility for planning and execution of an educational program for emergency medical technicians, emergency medical technician-intermediates, and paramedics, including programming, administration, curriculum content, faculty appointments, faculty administration, and the requirements for matriculation, promotion, and graduation.

1.2 To be responsible for planning the schedule of student assignments to **CLINICAL SITE** and to notify **CLINICAL SITE** in advance of its planned schedule of student assignments to clinical areas, including the dates, number of students, and type of experience. The assignment of students will be carried out in a mutually cooperative fashion.

1.3 To provide students who meet established standards for clinical education.

1.4 To keep all records and reports of students' clinical education.

1.5 To provide orientation to the educational program for **CLINICAL SITE** preceptors in consultation with **CLINICAL SITE**.

1.6 To require students comply with all rules and regulations, policies, procedures, and directions of CLINICAL SITE insofar as they may pertain to the activities while at CLINICAL SITE.

1.7 To require students to wear photo identification tags at all times when on CLINICAL SITE premises, or while in vehicles, or otherwise accompanying employees of CLINICAL SITE while performing their duties.

1.8 To require that each student assigned to CLINICAL SITE, is responsible for his/her own accident insurance protection, and for all financial obligations incurred as a result of exposure at CLINICAL SITE. Proof of such insurance protection will be maintained by UNIVERSITY.

1.9 To require each student to provide medical professional liability insurance in the minimum amount of one million dollars (\$1,000,000) per occurrence, and three million dollars (\$3,000,000) annual aggregate for all students assigned to CLINICAL SITE.

1.10 To require each student to provide reasonable health related information, including proof of the Hepatitis B vaccination and current TB screening results and to submit to any reasonable health screening as the CLINICAL SITE requires.

1.11 To the extent permitted by Missouri law and not inconsistent with the doctrine of sovereign immunity, assume responsibility for any and all claims, suits, liability, damages, costs and expenses incurred due to UNIVERSITY'S acts or omissions directly related to the provision of services pursuant to this Agreement.

2. CLINICAL SITE Agrees:

2.0 To permit the Program Directors (or designees) of UNIVERSITY to visit CLINICAL SITE for purposes of ascertaining that the educational objectives for each Student's rotation are met.

2.1 To make available the clinical areas for student experience, including the necessary equipment and supplies for giving medical care. CLINICAL SITE will coordinate daily operating assignments.

2.2 CLINICAL SITE shall retain the right to designate dates and times that clinical experience is available to UNIVERSITY, and to set the maximum number of students allowed at its site at any given time. CLINICAL SITE may temporarily suspend clinical experience when necessary for the efficiency or effectiveness of its operations, or for the safety of its personnel and students.

2.3 To provide qualified preceptors, with adequate orientation, for teaching and supervision of students assigned to CLINICAL SITE for clinical education.

2.4 To assume responsibility for scheduling individual students to specific EMS unit assignments, including scheduling orientation sessions at the initiation of the rotation.

2.5 That the preceptor and/or the other persons who have participated in the direct supervision of the student, as designated by CLINICAL SITE, shall provide UNIVERSITY daily written evaluations of students participating in the clinical rotation, within one week of the completion of the clinical rotation. One evaluation must be completed for every shift the rotating student participates in the clinical setting. UNIVERSITY shall provide printed evaluation forms to CLINICAL SITE and the mechanism to ensure the timely delivery of those evaluations to UNIVERSITY. UNIVERSITY agrees to keep CLINICAL SITE informed of the level of education and training the student has received outside of CLINICAL SITE.

2.6 To furnish UNIVERSITY with a set of all policies and procedures applicable to the educational program and in force within CLINICAL SITE.

2.7 To provide adequate parking space for students.

2.8 That CLINICAL SITE and/or the assigned preceptor retains ultimate responsibility for patient care and retains the privilege of requesting the withdrawal of a student if it is felt to be in the best interest of the patient or CLINICAL SITE.

2.9 Provide emergency care for Students in the event of injury or illness at the Facility, including initial post-exposure treatment for blood borne pathogens. The level of care should be equivalent to that provided to an employee of the Facility. It is understood, however, that any care rendered shall be at the Student's sole cost.

3. Both Parties Agree:

3.1 UNIVERSITY and CLINICAL SITE are separate and independent entities and neither CLINICAL SITE, UNIVERSITY, nor the employees, agents, servants, students, or instructors of any one party shall be considered the employer, agent, servant, or affiliate of the other party. The students of UNIVERSITY are not eligible for any compensation or benefits (including worker's compensation) provided by CLINICAL SITE. Each Emergency Medical Services student participating in this program hereunder shall execute the **Exhibit B** attached hereto and made a part hereof.

3.2 That UNIVERSITY shall not disclose, and shall strictly prohibit its students from disclosing any and all confidential and medical information relating to patients at CLINICAL SITE, information regarding the conduct of CLINICAL SITE and other medical personnel, or CLINICAL SITE records. Prior to placement or assignment, UNIVERSITY shall obtain from each student a written statement agreeing to hold all such information privileged and confidential, and to refrain from disclosing such information to any third party. Each Emergency Medical Services student participating in this program hereunder shall execute the **Exhibit A** attached hereto and made a part hereof. To the extent permitted by Missouri law, and not

inconsistent with the doctrine of sovereign immunity, UNIVERSITY agrees to be responsible for any violations of the above.

3.3 To have regular meetings between faculty and staff to discuss plans and concerns and to cooperate in the ongoing and final evaluation of the educational experience and of the student program.

3.4 This Agreement may be terminated by either party without cause upon written notice to the other party.

3.5 Any notice request demand or other communication required by or permitted under this Agreement shall be in writing and shall be deemed to have been duly given when received by the party to whom directed; provided, however, that notice shall be conclusively deemed given at the time of deposit in the United States mail and sent by certified or registered mail, postage prepaid, to the other party at the following address:

IF TO THE UNIVERSITY:

The Curators of the University of Missouri
UMKC – School of Medicine
ATTN: Dean, School of Medicine
2411 Holmes Street
Kansas City, MO 64108

IF TO CLINICAL SITE:

The City of Gladstone, Missouri
Gladstone Fire and EMS
ATTN: Fire/EMS Division Chief
6118 N. Oak Trafficway
Gladstone, MO 64118

3.6 This Agreement and the rights of the parties shall be construed and governed according to the laws of the State of Missouri.

3.7 This Agreement may not be assigned by UNIVERSITY, without the express written consent of CLINICAL SITE.

3.8 This Agreement may be amended at any time by mutual agreement of the parties, provided that before any amendment shall be operative or valid, it shall have been reduced to writing and signed by both parties. If any provision of this Agreement is found to be in conflict with the provisions of any governmental law, rule or regulation, such provision shall be severable and the remainder of this Agreement shall not be impaired and shall remain in full force and effect.

3.9 There are no other agreements or understandings, either oral or written, between the parties affecting this Agreement, except as otherwise specifically provided for or referred to herein. This Agreement cancels and supersedes all previous agreements between the parties relating to the subject matter covered by this Agreement. No change or addition to, or deletion of, any portion of this Agreement shall be valid or binding upon the parties hereto unless the same is approved in writing by the parties.

3.10 Nothing in this Agreement shall be construed as creating or giving rise to any rights in any third parties or any persons other than the parties hereto.

3.11 The captions or headings are for convenience only and are not intended to limit or define the scope or effect of any provision of this Agreement.

3.12 The parties shall comply with all applicable statutes, rules, regulations and standards of any and all governmental authorities and regulatory and accreditation bodies relating to emergency medical services and the operation of the clinical site.

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

THE CURATORS OF THE UNIVERSITY OF MISSOURI

BY: Mary Ross
TITLE: UMKC Contracts

Administrative Services
UMKC 12/22/17

THE CITY OF GLADSTONE, MISSOURI

BY: Sattler
TITLE: City Manager

ATTEST: Ruth E. Bocchino 1/4/18

Ruth E. Bocchino
City Clerk, City of Gladstone, MO

EXHIBIT A

**STUDENT CONFIDENTIALITY STATEMENT
AND
STATEMENT OF RESPONSIBILITY**

The undersigned hereby acknowledges his/her responsibility under applicable Federal law and the Agreement between Curators of the University of Missouri ("University") and the City of Gladstone, Missouri (Clinical Site) to keep confidential any information regarding Hospital patients, as well as all confidential information of Clinical Site. The undersigned agrees, under penalty of law, not to reveal to any person or persons except authorized clinical staff and associated personnel any specific information regarding any patient and further agrees not to reveal to any third party any confidential information of Clinical Site, except as required by law or as authorized by Clinical Site.

The undersigned further agrees that for and in consideration of the benefit provided the undersigned in the form of experience in evaluation and treatment of patients of Clinical Site, the undersigned and his/her heirs, successors and/or assigns do hereby covenant and agree to assume all risks and be solely responsible for any injury or loss sustained by the undersigned while participating in the Program operated by University at Clinical Site unless such injury or loss arises solely out of Clinical Site's negligence or willful misconduct.

Date: _____

Program Participant:

Signature

Printed Name

EXHIBIT B

UMKC SCHOOL OF MEDICINE
DEPARTMENT OF EMERGENCY MEDICINE – EMS EDUCATION PROGRAM

ACKNOWLEDGEMENT OF STUDENT STATUS IN CLINICAL AND FIELD ROTATIONS

STUDENT: _____

PROGRAM: EMT AEMT PARAMEDIC

I understand that experience in the clinical and field setting is required for successful completion of the EMS education program I am enrolled in, and that I may only attend clinical and field experience at sites where a clinical affiliation agreement has been put in place between UMKC and the site.

I hereby acknowledge that:

My presence and role in the clinical site is that of an EMS student, and that while in the role of a student, I am not an employee of the clinical or field site.

I am not entitled to any compensation in the form of wages, healthcare insurance, unemployment benefits, workers' compensation, or any other benefits that the clinical site may offer to its employees.

While in the role of a student at a field site, I may not act as part of the regular staffing of an EMS unit. Furthermore, at any time that I am working in the capacity of a crewmember on an EMS unit either in a paid or volunteer capacity, I am not a student of the UMKC EMS Education program, and that I may not perform any skills that are outside of the legal scope of practice for my current level of EMS licensure.

Signed: _____ (Student)

Date: _____

Program Representative: _____

Date: _____