

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 JUNIOR COLLEGE DISTRICT OF METROPOLITAN KANSAS CITY, MISSOURI, A/K/A METROPOLITAN COMMUNITY COLLEGE (MCC).

WHEREAS, the Junior College District of Kansas City, Missouri a/k/a Metropolitan Community College (MCC) 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 Department; and

WHEREAS, the parties desire to enter into an agreement to create an affiliation where students enrolled in the Paramedic Education Program may be assigned to the City for clinical education under the direction of a state-licensed paramedic.

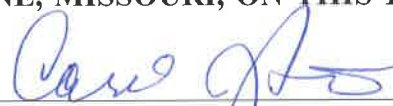
NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF THE CITY OF GLADSTONE, MISSOURI, AS FOLLOWS:

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 Junior College District of Kansas City, Missouri, a/k/a Metropolitan Community College (MCC).

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 That all ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.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 13TH DAY OF JANUARY, 2020.



Mayor Carol J. Suter

ATTEST:



Ruth E. Bocchino, City Clerk

First Reading: January 13, 2020

Second Reading: January 13, 2020



Request for Council Action

RES # City Clerk Only

BILL # 20-01

ORD # 4.501

Date: 1/7/2020

Department: Public Safety

Meeting Date Requested: 1/13/2020

Public Hearing: Yes Date: [Click here to enter a date.](#)

Subject: Ordinance authorizing the City Manager to sign an Emergency Medical Student Clinical Affiliation Agreement with the Junior College District of Metropolitan Kansas City, Missouri, a/k/a Metropolitan Community Colleges (MCC) for field-based paramedic clinical education.

Background: The Public Safety Department serves as a field-based clinical education site for accredited, state-licensed training programs with University of Missouri Kansas City (UMKC), University of Iowa, and the Central Jackson County Fire Protection District. This agreement will expand the number of paramedic training programs our department partners with for field-based paramedic education.

Budget Discussion: Funds are budgeted in the amount of \$ from the Fund. Ongoing costs are estimated to be \$ annually. Previous years' funding was \$

Public/Board/Staff Input: The Director of Public Safety recommends the approval of the proposed ordinance.

Provide Original Contracts, Leases, Agreements, etc. to: City Clerk and Vendor

Department Director/Administrator

PC
City Attorney

SW
City Manager

Chief Michael J. Hasty
Director of Public Safety

Bill 20-01
Ord 4.501

CLINICAL AGREEMENT

This Clinical Agreement (Agreement) is by and between the Junior College District of Metropolitan Kansas City, Missouri a/k/a Metropolitan Community College (MCC), a public community college district and political subdivision of the State of Missouri, having a principal address at 3200 Broadway, Kansas City, Missouri 64111, and City of Gladstone, Missouri-Gladstone Fire/EMS (Clinical Site) having a principal address at 7010 N. Holmes Street, Gladstone, MO 64118..

WHEREAS, MCC desires to provide to its students [student(s)] a clinical learning experience through the application of knowledge and skills in actual patient-centered situations in health care facilities; and

WHEREAS, Clinical Site has agreed to make its facility or facilities available to MCC and its students for such purposes in the Associate Degree or Certificate specialty areas checked below [Program(s)]:

	Professional Nursing		Community Health Worker
	Practical Nursing		Perioperative
	Certified Nursing Assistant, Restorative Aide, CMT, Insulin Administration, Level I Medication Aide		Health Information Technology – Coding
	Surgical Technology		Administrative Medical Assistant
	Radiologic Technology		OB Tech
	Physical Therapist Assistant		Dietary Aide
	Occupational Therapy Assistant		Health Unit Coordinator
X	Emergency Medical Technology-Paramedic		Central Service Supply Tech
	Dental Assisting		Medical Interpreter
	Phlebotomy		

NOW, THEREFORE, based upon the mutual covenants set forth herein, the parties agree as follows:

During the term of this Agreement the Clinical Site shall make available to MCC students its facility or facilities so as to provide opportunities for clinical learning experiences in the specialty areas checked above, which Programs must, at a minimum, satisfy the accreditation requirements established by the appropriate accrediting agencies in the specialty areas noted above.

I. MUTUAL RESPONSIBILITIES

A. The Clinical Site and MCC will jointly plan the clinical experience, including the criteria for participation in the clinical experience, the number of students who shall participate each semester, and the placement and scheduling of students who shall participate each semester, and the placement and scheduling of faculty, if any, and students in the Clinical Site. Conferences between the designee or designees from the Clinical Site and MCC Program coordinators will periodically be called to resolve routine administrative details.

B. Neither the Clinical Site nor MCC will discriminate, on the basis of race, color, national origin, religion, creed, sex, sexual orientation, gender identity, age, veteran status, disability, or other lawfully protected classification, in either the selection of students for participation in the program, or as to any aspect of the clinical training; provided, however, that with respect to any student having a disability only those

accommodations that do not constitute an undue hardship on the Clinical Site or fundamentally alter the nature of the Program will be granted.

C. The Clinical Site and MCC agree that the intention of the Programs is instructional and that students shall remain students when in the Clinical Site's facility.

D. To the extent permitted by Missouri law and without waiving any defenses, MCC shall indemnify and hold harmless Clinical Site and its officers, medical and nursing staff, representatives and employees from and against all liabilities, claims, damages and expenses, relating to or arising out of any act or omission of MCC or any of its faculty, agents, representatives and employees under this Agreement, including, but not limited to, claims for personal injury, professional liability, or with respect to the failure to make proper payment of required taxes, withholding, employee benefits or statutory or other entitlements. Clinical Site shall indemnify MCC against liabilities, claims, damages and expenses, including reasonable attorneys' fees, incurred by MCC in defending or compromising actions brought against MCC arising out of or related to any act or omission of the Clinical Site or any of its agents, representatives and employees under this Agreement.

E. Both parties agree to keep strictly confidential and hold in trust all confidential information of each party and to not disclose or reveal any confidential information to any third party without the express prior written consent of the other party. The parties shall not disclose the terms of this Agreement to any person who is not a party to this Agreement, except as required by law or as authorized by the other party.

II. MCC'S RESPONSIBILITIES

A. MCC shall provide faculty members from the Programs who shall be responsible for:

1. Classroom instruction;
2. Preparation of Student/patient assignments and rotation plans for each Student and coordination of the same with the Clinical Site;
3. Continuing oral and written communication with the Clinical Site regarding Student performance and evaluation, absences and assignments of students, and other pertinent information;
4. Tracking attendance of any student unexcused absences;
5. Assignment of the student's grade for the clinical experience at the Clinical Site which incorporates the Clinical Site personnel's evaluation of Student performance and information from consultation with Clinical Site personnel;
6. Administering the Test of Adult Basic Education (TABE) exam (for Certified Medical Technician (CMT) students only); and
7. For the Certified Nurse Assistant (CNA), Certified Restorative Nurse Assistant (CRNA), CMT, Insulin Administrator and Medical Technician Level I students:
 - a) Providing a copy of the final record to each student; and
 - b) Submitting the names of the students who have successfully completed the course to the appropriate agency for certification.

B. MCC shall assist the Clinical Site in determining the eligibility of the student in the CNA, CRNA, Insulin Administrator, Medical Technician Level I, and/or CMT programs by facilitating the Clinical Site's receipt from the students of the results of the following:

1. A confirmation of receipt of High School Diploma or GED;
2. A criminal background check;
3. A check of the Family Care Safety Registry;
4. A check for a federal marker;
5. A check for the CNA Registry; and
6. For CMT and CRNA students only, a confirmation of six (6) months employment as a CNA.

C. Students and MCC faculty agree to provide timely care that meets applicable standards of The Joint Commission and will participate in collaboration with the Clinical Site in performance improvement activities.

D. MCC shall obtain and maintain, or shall require each student, faculty, and/or employee to obtain and maintain, occurrence-type general and miscellaneous medical malpractice for nurses, student nurses, and allied health practitioners insurance coverage in amounts not less than two million eight hundred thousand dollars (\$2,800,000) per occurrence, with insurance carriers (or self-insurance programs) covering the acts and omissions of MCC, its students, faculty, and/or employees. MCC shall further, at its expense, obtain and maintain workers' compensation insurance and unemployment insurance for MCC employees assigned to the Clinical Site. For all insurance described herein, MCC shall require that the insurance carrier notify the Clinical Site at least thirty (30) days in advance of any cancellation or modification of such insurance policy and shall provide to the Clinical Site, upon request, certificates of insurance evidencing the above coverage and renewals thereof.

E. MCC represents and warrants to the Clinical Site that it, its Programs, and its students and employees participating hereunder: (i) are not currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. §1320a-7b(f) (the "Federal health care programs"); (ii) are not convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred or otherwise declared ineligible to participate in the Federal health care programs, and (iii) are not under investigation or otherwise aware of any circumstances which may result in MCC, its students, or employees being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty during the term of this Agreement and MCC shall immediately notify the Clinical Site of any change in status of the representation and warranty set forth in this section.

F. MCC will advise the assigned students of their responsibility for:

1. Complying with all established and existing rules and regulations, and policies and procedures of the Clinical Site;
2. Conforming to the standards and practices established by MCC for students receiving clinical experience instruction at the Clinical Site;
3. Remaining compliant with HIPAA regulations pertinent to the Clinical Site's type of facility, which includes maintaining strict confidentiality of information of Clinical Site and/or its patients, physicians, staff

- members and visitors and not disclosing, posting on social media, or revealing any confidential information to any third party except as required by law or as authorized by the Clinical Site;
4. Meeting the health standards required by the Clinical Site, including submitting to medical tests required by the Clinical Site, including medical evaluations, examinations, labs and x-rays; completing any health forms as requested by the Clinical Site; and remaining financially responsible for their own individual medical care; however, students shall not be required to pay more for said tests than the Clinical Site charges its prospective employees;
 5. All of their personal expenses, including meals, laundering of uniforms, and transportation;
 6. Reporting all breakage, loss or waste of equipment, supplies or drugs, and damage to Clinical Site property to the classroom instructor or supervising faculty member, as appropriate, who shall in turn report such breakage, loss or damage to the Clinical Site Supervisor; and
 7. Should a Student secure employment at the Clinical Site in their free time, the Student employee may not wear MCC identification while participating in such employment, and, because such employment has no connection with MCC or the Programs, MCC shall not be responsible for the actions of Student employees during times when they are in the Clinical Site's employ.

G. MCC will notify the Clinical Site at a time mutually agreed upon of its planned schedule of Student assignments including names of the students and length and dates of planned experiences.

H. MCC will assign to the Clinical Site only students who have satisfactorily completed the prerequisite academic courses for the clinical experience.

I. MCC will maintain approval/accreditation of its programs by the appropriate accrediting agency for such programs and will advise the Clinical Site if its approval/accreditation are ever suspended, limited, terminated or ended for any reason.

J. MCC will advise students that any medical expenses for medical care or treatment for illness or injury they may incur while participating in the clinical experience and all MCC related activities at the Clinical Site are the responsibility of the student.

K. MCC's faculty and its students shall not be deemed employees or agents of the Clinical Site. As such, MCC's faculty and students are not entitled to any compensation from the Clinical Site under this Agreement, and they are not entitled to participate in any of the Clinical Site's fringe benefit programs.

L. MCC agrees to protect the privacy and provide for the security of Protected Health Information (PHI) pursuant to this Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH), and privacy and security regulations published by the U.S. Department of Health and Human Services (DHHS) contained at 45 C.F.R. Parts 160 and 164 which may be periodically revised or amended (collectively, the "HIPAA Regulations") and other applicable laws and agrees to take such actions as are necessary and appropriate in connection therewith. For purposes of this Agreement, Clinical Site agrees and acknowledges that MCC and its students

obtaining clinical experience hereunder shall be considered part of the Clinical Site's workforce under HIPAA.

III. CLINICAL SITE RESPONSIBILITIES

A. The Clinical Site shall provide qualified personnel for the specific areas where students are placed for clinical experiences. Such personnel shall satisfy the accreditation standards for the programs.

B. The Clinical Site shall review student information provided by MCC and if any of the information is in question, shall make a determination as to the student's eligibility to participate in a clinical learning experience with the Clinical Site.

C. The Clinical Site shall provide the students and faculty with a copy of all established and existing rules and regulations and policies and procedures of the Clinical Site.

D. Clinical Site personnel will have the responsibility for patient care, supervision of students, and evaluation of student performance, with the exception of nursing students who are supervised by MCC nursing faculty.

E. During the term of this Agreement, the Clinical Site shall make available to MCC students its facilities so as to provide opportunities for clinical experiences which must as a minimum satisfy the accreditation requirements established by the appropriate accrediting agency in the field of the student's area of study.

F. Subject to MCC'S due process requirements, the Clinical Site has the right to request that MCC remove any student from the Clinical Site, at any time the Clinical Site determines that the conduct of the student is undesirable or unprofessional.

G. The Clinical Site shall immediately notify the respective Program Coordinator should any student be injured or become ill while participating in the Clinical experience. Treatment shall be administered as determined by the attending physician(s) and student. However, nothing herein is to be construed as consent by any student to the administration of medical treatment.

H. Clinical Site acknowledges that it shall now, and in the future may, have access to and contact with confidential information of students. Both during the term of this Agreement and thereafter, the Clinical Site covenants and agrees to hold such information in trust and confidence and to exercise diligence in protecting and safeguarding such information, as well as any other information protected from public disclosure by federal or state law or by the policies or procedures of MCC. Clinical Site covenants and agrees it will not knowingly use, directly or indirectly, for its own benefit, or for the benefit of another, any of said confidential information, but instead will use said information only for the purposes contemplated hereunder. Further, the Clinical Site covenants and agrees that it will not disclose any confidential information to any third party except as may be required by law. Finally, the Clinical Site covenants and agrees that any access to the confidential information of any student shall be in compliance with the Family Education Rights and Privacy Act (FERPA).

I. Clinical Site represents that it is not debarred or suspended from doing business with the federal government and/or any state government, and shall notify MCC if it becomes debarred or suspended during the Term of this Agreement.

IV. TERM

A. This Agreement shall be effective for a term for three (3) years from the effective date of this document, which shall be the date on which the last signing party's representative executes this Agreement. This Agreement may be automatically renewed for additional one (1) year periods, unless a party indicates in writing to the other party its intent to not elect such renewal at least thirty (30) days prior to the end of the then term. Should intent to not elect such renewal be given, students then enrolled in a program at the Facility at the time of notice of nonrenewal shall be given the opportunity to complete their clinical program at the Facility, with such completion time not to exceed six (6) months.

B. Either party shall have the option to cancel this Agreement by giving the other party ninety (90) days written notice of its intent to cancel. Should notice of intent to terminate be given, students then enrolled in a program at the Facility at the time of notice of termination shall be given the opportunity to complete their clinical program at the Facility, with such completion time not to exceed six (6) months.

C. Either party shall have the right to immediately terminate this Agreement in the event the other party commits a material breach of its obligations under this Agreement and does not remedy the breach within ten (10) days of receiving written notice of the breach. Should notice of intent to terminate be given, students then enrolled in a program at the Clinical Site at the time of notice of termination shall be given the opportunity to complete their clinical program, with such completion time not to exceed six (6) months.

V. ORDER OF PRECEDENCE

In the event of a conflict or inconsistency between the terms and conditions of this Agreement and the terms and conditions of any exhibit, invoice, purchase order, website or other document attached hereto or incorporated herein by reference, the terms and conditions of this Agreement shall govern.

VI. ADDITIONAL TERMS

A. All communications relating to this Agreement shall be in writing and may be (i) hand delivered, (ii) sent by overnight courier, (iii) shall be deemed received within five (5) business days after mailing if sent by registered or certified mail, return receipt requested, or (iv) upon confirmation of receipt when sent by electronic mail to the parties at the addresses written below.

Notice to MCC shall be sent to:

Attn: Program Coordinator – Lisa McGuire, EMS/Paramedic
Metropolitan Community College
Health Science Institute
3444 Broadway, Suite 410

Kansas City, Missouri 64111.
Email address for notices: lisa.mcguire@mcckc.edu.

Notice to the Clinical Site shall be to:

Attn: Tracey Cheney, Training Chief
City of Gladstone, Missouri- Gladstone Fire/EMS
7010 N. Holmes Street
Gladstone, MO 64118.
Email address for notices: traceyc@gladstone.mo.us.

B. Nothing contained in the Agreement shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of partnership or joint venture or of any association between the Clinical Site and MCC.

C. Neither party may assign or transfer any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of the other party. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns.

D. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

E. The parties acknowledge that MCC, as a political subdivision of the State of Missouri, possesses sovereign immunity under Missouri law.

F. If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

G. This Agreement shall be governed and construed in accordance with the laws of the State of Missouri without regard to any conflict of laws provision.

H. This Agreement may be executed in Counterparts, which together constitute one and the same agreement. If a party sends a signed copy of this Agreement via digital transmission, such party will, upon request by the other party, provide an originally signed copy of the Agreement.

I. This Agreement contains the entire agreement of the parties and no other agreement, statement or promise made by any party, or any employee, officer, or agent of any party, which is not contained in this Agreement, shall be binding or valid. No member or officer of MCC incurs personal liability by the execution or default of this Agreement. All such liability is released by Clinical Site as a condition of and consideration of the execution of this Agreement.

The parties have caused this Agreement to be executed by their authorized representatives on the day and year written below.

Junior College District of Metropolitan Kansas City, Missouri

Signature:  PL

Print Name: Dr. Kimberly Beatty

Title: Chancellor / CEO

Date: 1/22/20/20

City of Gladstone, Missouri- Gladstone Fire/EMS

Signature: 

Print Name: Scott Wingerson

Title: City manager

Date: 1-27-20