

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SOUTHEAST COMMUNITY COLLEGE TO PROVIDE CLINICAL FIELD TRAINING FOR STUDENTS IN THE SCHOOL'S PARAMEDIC PROGRAM.

WHEREAS, the City of Gladstone, Missouri, operates a highly-respected emergency medical service staffed by well-trained paramedics; and

WHEREAS, Southeast Community College, located in Lincoln, Nebraska, offers a course of study leading to certification as an Emergency Medical Technician-Paramedic; and

WHEREAS, the Fire and Emergency Medical Services Department desires to offer clinical field experience for qualified students and the Southeast Community College's paramedic program desires to place certain paramedic students with the City of Gladstone for clinical field training; and


WHEREAS, the City of Gladstone and Southeast Community College have negotiated a Clinical Agreement to provide field experience training for Southeast Community College Paramedic students; and

WHEREAS, the City Council finds that it is in the best interest of the City of Gladstone to enter into the proposed Clinical Agreement.

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


THAT, the City Manager of the City of Gladstone, Missouri, is hereby authorized to enter into a Clinical Agreement with Southeast Community College to provide clinical field experience training for students enrolled in the school's paramedic program.

INTRODUCED, READ, PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 14TH DAY OF FEBRUARY, 2022.



R.D. Mallams, Mayor

ATTEST:



Becky Jarrett, Deputy City Clerk

1st Reading: February 14, 2022

2nd Reading: February 14, 2022



Request for Council Action

RES ☐ # City Clerk Only

BILL ☒ # 22-10

ORD # 4.587

Date: 2/8/2022

Department: General Administration

Meeting Date Requested: 2/14/2022

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

Subject: An Ordinance authorizing the City Manager to enter into an agreement with Southeast Community College, located in Lincoln, Nebraska, to provide clinical field training for students in the school's paramedic program.

Background: Licensure as a paramedic requires a combination of classroom, hospital and prehospital field training. The City of Gladstone currently has agreements with several paramedic programs to provide the prehospital field training component of that certification process and finds that it has become a useful tool in recruiting paramedic candidates for future employment. Southeast Community College, in Lincoln, Nebraska, has requested adding Gladstone Fire/EMS as a field training site option for students in their paramedic program. Staff believes this will provide an additional recruitment tool by allowing students to see first-hand the positive and professional culture that exists within the department. This agreement is similar to the recent clinical agreement approved on January 24, 2022 between the City of Gladstone and the Grand River Technical School in Chillicothe, MO.

Budget Discussion: Funds are budgeted in the amount of \$0 from the N/A Fund. Ongoing costs are estimated to be \$ 0 annually. Previous years' funding was \$0

Public/Board/Staff Input: Staff recommends approval and adoption of the proposed Bill.

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

Bob Baer
Department Director/Administrator

JM
City Attorney

SW
City Manager

EMERGENCY MEDICAL SERVICES CLINICAL AFFILIATION AGREEMENT

THIS AGREEMENT is made and effective this 15th day of February, 2022 ("Effective Date"), by and between **SOUTHEAST COMMUNITY COLLEGE** ("SCC") and the **CITY OF GLADSTONE, MISSOURI** ("Clinical Site"). SCC and Clinical Site being referred to hereinafter collectively as the "Parties".

WHEREAS, SCC and Clinical Site desire to enter into an agreement to create an affiliation where SCC students may be assigned to Clinical Site for clinical education.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereby mutually agree as follows:

1. **Course of Instruction.** It is mutually agreed that the purpose of this Agreement is to facilitate a portion of the course of instruction offered by SCC to its students, said course of instruction to include supervised clinical education. It is understood that the faculty for the program will be provided by SCC. The faculty will, in cooperation with the Clinical Site staff, ensure that all students are oriented to their duties and functions at the beginning of the clinical rotation. Such orientation shall include the policies and procedures specific to the Clinical Site.

2. **Textbooks.** SCC will provide the necessary textbooks and classroom supplies needed by the faculty in connection with the clinical education. SCC programs may provide their own references in space designated by the Clinical Site at the Clinical Site facilities for use by the students enrolled in the program. The Clinical Site assumes no responsibility for any loss or theft of educational materials belonging to SCC or personal belongings of SCC students or faculty. Students shall be responsible for all expenses, including meals, laundering of uniforms, medical expenses and transportation.

3. **Faculty.** The faculty coordinating or supervising the program shall be provided by SCC. SCC will notify the Clinical Site of any changes in faculty as such changes occur. The Clinical Site shall have the right to request a change in faculty if such faculty does not meet the Clinical Site's reasonable standards. In the event an SCC faculty or alternate instructor is unavailable for any reason, SCC and the Clinical Site will mutually decide upon a competent professional person to assist in the supervision of students enrolled in the course of study being conducted on the Clinical Site's facilities. SCC shall have the obligation to make sure that all SCC faculty shall be properly oriented to the Clinical Site policies and procedures in accordance with standards established by the Clinical Site. SCC faculty will provide information about the health programs' policies and a copy of the Student Handbook upon request of the department supervisor. Faculty assigned to the Clinical Site shall meet all health requirements required by the Clinical Site. SCC shall verify current professional licensure or certification each year on all faculty in the course of study in which they are coordinating or supervising. The Clinical Site agrees to provide emergency medical care for faculty in case of illness, accident, or when in contact with blood or

body fluids while on the Clinical Site's premises, but payment for any such treatment shall be the sole and only responsibility of the faculty treated.

4. **Students.** SCC, with the approval of the Clinical Site, will designate the number of students to be sent to the Clinical Site's facilities. SCC will advise the Clinical Site prior to the assignment date of the number of students to be assigned, along with a description of the service to which they will be assigned. The names of students to be assigned to the Clinical Site will be provided one week prior to assignment date. The Clinical Site reserves the right to accept for placement any individual student, provided however, any such acceptance or denial of acceptance must be in full compliance with any and all applicable laws. SCC assumes full responsibility for designating the amount of clinical time scheduled for SCC students on the Clinical Site's premises. SCC will coordinate scheduling with the Clinical Site. If, for any reason, there are any significant changes in the number of students or in the time schedule, SCC will first notify the Clinical Site. The Clinical Site shall have the right to limit the number of students that may be assigned to a service. Students are not to be reimbursed for clinical education.

5. **Student Welfare.** Student assignments shall be the sole responsibility of the SCC faculty assigned to the program. It shall be the responsibility of SCC students assigned to the Clinical Site to maintain, and to provide upon request, a current SCC Health Statement showing completion of the student's required immunizations; CPR certification if required, training in Universal Standards and Precautions and follow-up after exposures. Students shall wear the appropriate SCC approved attire at all times they are in the Clinical Site. In the event any SCC students shall sustain or contract minor injury, minor illness, or an emergency health situation while on the Clinical Site's premises, such student will be required to notify the SCC official in charge at the time, or the student's direct supervisor on the Clinical Site staff. The Clinical Site agrees to provide emergency medical care for students in case of illness, accident, or when in contact with blood or body fluids while on the Clinical Site's premises, but payment for any such treatment shall be the sole and only responsibility of the student treated. SCC shall require all students assigned to the Clinical Site's facilities to observe all applicable rules, regulations and policies duly adopted and in effect at the Clinical Site including, but not limited to, flu shot and vaccination policies. The Clinical Site agrees to make reasonable efforts to abide by the guidelines established by SCC in its expectations of student behavior. However, if a conflict exists between the Clinical Site and SCC policies, the Clinical Site policy shall apply unless the policy is in conflict with accepted standards of practice.

6. **Criminal Background Checks on Students and Faculty.** A criminal background check will be completed for each student and faculty member before being allowed to participate in clinical/practicum experiences, including the Nebraska child and adult abuse registries and other background checks as stated in the SCC Instructional Handbook under the Criminal Background checks-Students Section (E-1).

7. **Mandatory Drug & Alcohol Testing:** Students admitted to a Health Sciences program at SCC that requires a clinical rotation at a contracted healthcare facility will be required to submit to initial drug and alcohol testing prior to the first clinical rotation. Further drug testing and/or alcohol may be required of the student for cause. All Health Sciences students will be tested for the following drug categories: amphetamines/methamphetamines, barbiturates, benzodiazepines, cocaine and metabolites, marijuana metabolites, opiates, phencyclidine, and propoxyphene. This list is subject to change. Testing for additional substances may occur based on clinical affiliation agreement requirements.

8. **Liability Insurance.** SCC shall provide liability insurance coverage covering all acts or omissions of SCC faculty or students who are assigned to the Clinical Site in the amount of \$1,000,000 each incident or \$5,000,000 in the aggregate.

9. **Removal of Students.** In the event the performance or conduct of any SCC student is unacceptable to the Clinical Site, the Clinical Site shall have the right to require SCC to immediately remove such student from the Clinical Site premises. SCC agrees to remove any such student, provided however, any such removal must be in full compliance with any and all applicable laws. SCC and the Clinical Site will meet to review such incidents.

10. **Calendar.** The calendar of the school year will be provided for the Clinical Site, if requested, indicating dates during which the SCC program will be conducted on the Clinical Site premises, and indicating dates, which are designated as holidays and vacation periods.

11. **Clinical Site's Obligations.** The Clinical Site agrees to provide the following:

(a) The Clinical Site will provide a conference room and/or a classroom area, if available and not otherwise being used by the Clinical Site, for faculty/student use.

(b) In cooperation with SCC's faculty, the Clinical Site will provide students with equitable clinical experiences mutually acceptable to the Clinical Site and the SCC faculty. The Clinical Site shall determine where students will be assigned on the Clinical Site premises.

(c) The Clinical Site will retain the responsibility for patient care and will provide the services of professional employees to supervise services in each clinical area where students are assigned for their clinical experience.

(d) The Clinical Site will inform the faculty of any Clinical Site concerns that affect the legal and ethical responsibilities of the SCC student.

(e) The Clinical Site agrees to permit students and course instructors access to patient charts under its standard policies. Provision of this Agreement, however, shall not be considered a guarantee by the Clinical Site that such clinical experience will be available at any particular time and the Clinical Site may terminate any service it desires, as and when it desires, without obligation or damage to SCC.

12. **Confidentiality.** SCC faculty and students may have access to or be provided

with protected personal health information (PHI) about patients or employees at the Clinical Site as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Therefore, SCC agrees to:

- (a) Use appropriate safeguards to prevent misuses of PHI
- (b) Make PHI available to individuals as set forth under the HIPAA rules
- (c) Return or destroy all PHI upon termination of this Agreement
- (d) Require SCC students and faculty to agree to all these restrictions
- (e) Report any improper disclosure of PHI immediately to Supervisor

A determination that an SCC faculty member or student has violated the HIPAA rules will be grounds for immediate termination of their service in the Clinical Site. SCC will follow SCC policy for the faculty member or student.

13. **Term of Agreement.** This Agreement shall be for a term of one year from and after the date of its execution, and shall be automatically extended from year to year thereafter until either party gives the other written notice of no less than ninety (90) days, its intention to terminate the agreement. In the event of termination beyond the control of the Clinical Site, the termination shall be effective at the termination date and no further SCC students in that clinical area will be allowed on the Clinical Site's facilities and SCC will make every attempt to find alternate clinical experience in order for the student to complete the program in a timely manner. In the event the termination of this agreement is for reasons within the control of the Clinical Site, all students who are currently enrolled in the program at the Clinical Site's facilities on the date of termination shall be allowed to complete the full program in which they are enrolled, and the termination shall operate only to prevent SCC from assigning any further or new students to the Clinical Site facilities. Notwithstanding any provision herein to the contrary, the Clinical Site shall have the right to immediately terminate this Agreement or to terminate the Agreement as to certain faculty or students in order to preserve the health, welfare, and safety of the Clinical Site employees, patients, or the public.

14. **Correction of Problems/Joint Responsibilities.** In the event that the Clinical Site believes that any faculty provided by SCC is operating in conflict with the teachings and procedures of the Clinical Site or if disagreements should develop between such faculty and the personnel of the Clinical Site, the Clinical Site may notify SCC of the problem and request SCC to correct the situation. It shall be the responsibility of SCC to correct any such problems within a reasonable time. In the event that an unsafe practice exists which may negatively influence patient care or clinical outcomes, the Clinical Site retains the right to immediately intervene and re-direct patient care. Clinical Site and SCC have joint responsibility for communicating any concerns about the clinical experience arrangements, providing contacts for coordination of assignments, and for insuring evaluation of student competency.

15. **The Joint Commission.** Southeast Community College students and faculty will

adhere to the requirements of The Joint Commission (JC), if the Clinical Site is accredited by JC.

16. **Non-Discrimination.** Neither SCC nor the Clinical Site shall discriminate against any employee, applicant, or student for employment or participation in the clinical education program because of race, color, religion, sex, age, marital status, national origin, ancestry, veteran status, sexual orientation, disability, or other factors prohibited by law or College policy.

17. **Program Evaluation.** The Clinical Site may request to meet at least once a year to evaluate the clinical education program.

18. **Notices.** Wherever herein notices or official communications are required to be given by one party to the other, they shall be deemed effective only when delivered to the appropriate agent of the parties. The agent for SCC shall be the Lincoln Campus Director and for the Clinical Site, an Administrator.

19. **Medicare/Medicaid Exclusion.** SCC hereby represents and warrants that SCC, its faculty and students are not and at no time have been excluded from participation in any federally funded health care program, including Medicare and Medicaid. SCC hereby agrees to immediately notify the Clinical Site of any threatened, proposed, or actual exclusion from any federally funded health care program, including Medicare and Medicaid. In the event that SCC is excluded from participation in any federally funded health care program during the term of this Agreement, or if at any time after the effective date of this Agreement it is determined that SCC is in breach of this section, this Agreement shall, as of the effective date of such exclusion or breach, automatically terminate.

20. **Independent Contractor.** SCC is an independent contractor pursuant to this agreement and its students and faculty shall in no manner be considered employees of the Clinical Site.

21. **For Physicians and Allied Health Professionals.** Unless this Agreement is renewed, replaced, or superseded by another agreement with the Clinical Site, the clinical privileges necessary to provide the services shall automatically cease and terminate as a result of the expiration or termination of this Agreement. Such automatic termination of clinical privileges shall occur without compliance with the notice, hearing, or any other due process provisions of the Medical Staff Bylaws.

22. **Entire Agreement.** This Agreement represents 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 the Agreement, shall be binding or valid.

23. **No Third-Party Benefit.** 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.

24. **Governing Law.** This Agreement and the rights of the Parties shall be construed and governed according to the laws of the State of Missouri. The parties agree that venue shall be proper only in the Circuit Court of Clay County, Missouri in the event of any litigation or dispute arising from this Agreement.

25. **Assignment.** This Agreement may not be assigned by SCC, without the express written consent of Clinical Site.

26. **Amendment.** This Agreement may be amended at any time by mutual written agreement of the Parties.

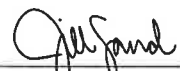
27. **Indemnify and Hold Harmless.** SCC will indemnify, defend and hold Clinical Site and its affiliates and subsidiaries, officers, directors, employees, and agents, harmless from and against all claims, causes of action, suits, demands, liabilities, damages, penalties, judgments, and expenses, including reasonable attorneys' fees, which may be imposed upon, incurred by, or asserted against Clinical Site arising from or by reason of any acts or omissions of School and its affiliates and subsidiaries, officers, directors, employees, instructors, students and agents in the performance of its or their duties under this Agreement.

IN WITNESS WHEREOF, the Parties through their duly authorized agents have caused this Agreement to be executed and effective on the day and year first above written.

City of Gladstone, Missouri

Southeast Community College

By: 
Authorized Officer Signature

By: 
~~Director~~ Health Sciences Dean

Date: 2-23-22

Date: 02/15/2022