

MEDIC EMS of Scott County

600 West Fourth Street
Davenport, Iowa 52801-1003
Office: (563) 323-6806
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<https://www.medicems.com>



December 12, 2023

To: Mahesh Sharma, County Administrator
From: Paul Andorf, Director

Attached are agreements with EMS training institutions that allow students to gain clinical experience and field experience. The basic purpose of these Agreements is to establish cooperative relationships and to outline the responsibilities of the two cooperating parties as they contribute to the education, training, and experience of the students in an Emergency Medical Services Education Program.

The Scott County legal department has reviewed these attached agreements and found the agreements are sufficiently drafted to accomplish their intended purpose and are not in contravention of state law.

This resolution will allow the Director of MEDIC EMS of Scott County to sign such agreements on behalf of the Scott County Board of Supervisors.

EMERGENCY MEDICAL SERVICES AFFILIATION AGREEMENT

between

Eastern Iowa Community Colleges

and

MEDIC EMS of Scott County

**600 West 4th Street
Davenport, IA 52801**

Purpose:

This is an agreement between the Eastern Iowa Community Colleges, Merged Area IX, an Iowa community college district offering emergency medical training, and a cooperating agency providing clinical/field experience for selected student learning.

The basic intent of this agreement is to establish cooperative relationships and to outline the responsibilities of the two parties as they contribute in the learning process of the students participating in Basic or Advanced Emergency Medical Education.

The purpose of the training is to provide educational opportunities for individuals with a desire to enter the field of pre-hospital emergency care. Both parties to this agreement will conduct educational experiences in accord with the Iowa EMT/Paramedic Law and/or Advanced Emergency Medical Care Rules (Title XXV-Chapter 132).

Eastern Iowa Community Colleges, Merged Area IX, will be the responsible training institution as outlined in the rules. As a part of the Eastern Iowa Community Colleges Emergency Medical Services training program, students will be required to complete the courses as outlined in the appropriate National or Iowa standards. Upon successful completion of the training program, students will be eligible to take the appropriate licensure examination. In addition, please note the "Cooperating Agency" is the designated clinical/field agency this agreement pertains to herein.

A. Eastern Iowa Community Colleges agree:

1. To provide appropriate classroom instruction presented as a series of courses, which will include didactic and practical (lab) experiences.
2. To develop and present courses according to the United States Department of Transportation EMS National Standard Curriculum and/or Iowa training program guidelines with the cooperation of an advisory committee and medical director.
3. To develop written guidelines delineating the requirements necessary for successful course completion; counseling students regarding these requirements as needed, and evaluating student performance.
4. To record and maintain individual student records.
5. To provide a course coordinator/lead instructor/EMS Faculty who will coordinate classroom and clinical instruction. The schedule for clinical/field experience will be a combined effort between EMS Faculty/student/and a representative of the Cooperating Agency.

Emergency Medical Services Affiliation Agreement – Page 2
MEDIC EMS of Scott County

6. That the Cooperating Agency may refuse to accept or may request from the college that a student be withdrawn from the clinical/field agency whose performance, conduct, or behavior may be detrimental to the health and well-being of the care provided by the Cooperating Agency.
7. To furnish coverage for basic/advanced level emergency medical services students in the form of IMPACC (Insurance Management Program for Area Community Colleges), Student Professional Liability with a minimum of \$1,000,000 per occurrence.
8. The students and EMS faculty will adhere to the policies and procedures as defined by the Cooperating Agency's Rules and Regulations in the EMS Student Handbook.
9. To provide documentation & validation in student file verifying that the student received initial training in HIPAA (Health Insurance Portability and Accountability Act) regulations regarding integrity, confidentiality, & security of protected health information, and reinforced with clinical/field agency. HIPAA is the responsibility of the training program & clinical/field agency.
10. To maintain a student file with evidence of HBV immunization (or waiver of such) and tuberculosis screening. The college will assure that all students have been given the opportunity for the HBV immunization and proper documentation of HBV immunization or waiver and TB screening has occurred.
11. To provide students with training in OSHA bloodborne pathogen standards, tuberculosis, universal precautions, and the college exposure plan with follow-up protocols.
12. To maintain written verification of all EMS program training and paperwork in the student's file, including clinical and field experiences.

B. The Cooperating Agency agrees:

1. To designate a Cooperating Agency representative who will coordinate with the EICC EMS Course Coordinator/EMS Faculty in scheduling in-hospital and/or field experience. The designated supervisor(s) will be responsible for the conduct of this in-hospital/field training.
2. To make clinical/field experiences available for student learning in the areas required by the Iowa Department of Public Health, Emergency Medical Services Division in which applicable skills may be observed/performed (at the discretion of the department supervisor/preceptor).
3. To accept the students for learning without regard to race, color, creed, sex, marital status or age.
4. To contribute towards the promoting of a democratic atmosphere and one which is conducive to learning.
5. In the event a student is refused clinical experience by the Cooperating Agency or the student is asked to be withdrawn from the Cooperating Agency's facilities, the Cooperating Agency needs to notify the EICC EMS Program Director immediately by phone, then provide to the College District a written statement outlining the reasons for the dismissal.
6. To retain ultimate responsibility and accountability for patient care in cooperation with the EICC EMS Program Faculty.

C. Eastern Iowa Community Colleges and the Cooperating Agency agrees:

1. That this agreement will be reviewed annually. The term of this agreement shall begin January 1, 2024 and terminate on December 31, 2024.
2. That if either party wishes to withdraw from this agreement, that party shall give written notice at least 90 days in advance. The termination of this agreement shall not take place prior to the completion of EMS courses covered by this agreement which have been started or advertised for public enrollment, provided minimum enrollment requirements are met.
3. That a Nationally Registered Paramedic/Iowa Paramedic/Iowa Registered Nurse is required to precept students. This requirement is subject to change, and or any other logistical occurrence set forth by the District Chief/ Specialty Department RN/Supervisor-EMS Provider. (If there is no paramedic preceptor or RN available, credit for the clinical/field experience will not be awarded for that shift/day).

Representative
MEDIC EMS of Scott County

Date

Liang Wee PhD, Chancellor

Date

**THE UNIVERSITY OF IOWA HOSPITALS AND CLINICS
EMERGENCY MEDICAL SERVICES LEARNING RESOURCES CENTER**

200 Hawkins Drive, S608 1 GH
Iowa City, Iowa 52242-1009

Clinical / Field Affiliation Agreement

**The University of Iowa Hospitals and Clinics
EMS Learning Resources Center**
(Hereinafter called the "School")

**MEDIC EMS of Scott
County
600 West 4th Street
Davenport, Iowa 52801-1030**
(Hereinafter called the "Cooperating Agency")

PURPOSE OF AGREEMENT:

This is a mutual Agreement between the School offering programs in Emergency Medical Services and the Cooperating Agency providing clinical or field experience for selected student learning. The basic purpose of this Agreement is to establish cooperative relationships and to outline responsibilities of the two cooperating parties as they contribute to the education, training and experience for the students of the School's Emergency Medical Services Education Program.

I. Both parties agree that:

- A. This agreement shall commence on December 1, 2023, and shall remain in full force and effect for a period of three (3) years.
- B. They shall establish a channel of communication for the purpose of continuing feedback.
- C. They shall provide evidence of non discrimination with respect to race, religion, sex, creed, disability or national origin by ongoing practices.
- D. Either party shall have the right, for good cause shown and upon prior notification to the other party, to dismiss a participant from the clinical or field portion of the Emergency Medical Services Education Program.
- E. They shall not use students in lieu of professional or non professional staff.
- F. They shall provide schedules, including the number of students, types of students according to their skill level, and the availability of the facility.
- G. Each shall be responsible only for activities in its own patient care setting. Nothing in this agreement shall be construed to impose an obligation or liability on either party for medical care or services provided to patients of the other party.
- H. They have the right to unilaterally terminate the Agreement, upon thirty (30) days written notice, the autonomy of each being recognized.

The School and Cooperating Agency agree that:

II. The School Shall:

- A. Assume full responsibility for planning and execution of the educational phase of the Emergency Medical Services Education Program.
- B. Be responsible for the planning, implementation and administration of the curriculum.
- C. Identify students by name to the Cooperating Agency four (4) weeks prior to the scheduled clinical or field rotations.
- D. Advise the Cooperating Agency and students in writing of the starting and ending dates of the clinical and field experience.
- E. Verify and document that the students have professional liability insurance (minimum coverage of one million dollars per occurrence and three million aggregate).
- F. Ensure that each student will have had appropriate training in Hazardous Materials Awareness and in recognizing Child and Dependent Adult Abuse.
- G. Ensure that each student has completed the School's HIPAA training session.
- H. Recognize the Cooperating Agency as an affiliated hospital and/or ambulance service.
- I. Provide preceptor orientation materials to the cooperating agency.
- J. The student shall be responsible for all medical costs associated with an illness or injury that occurs while participating in clinical/field experience.
- K. Ensure that the student shall have current vaccinations, including Hepatitis B (or sign a declination form), rubella, MMR, and has had a yearly TB skin test with positive results requiring a chest x-ray before beginning the clinical/field experience.
- L. With the consent of the Student, the School will provide the Cooperating Agency with relevant information as set forth in this agreement, including but not limited to the results of the Student's criminal background check, adult abuse registry check, child abuse registry check, sex offender registry and 10-panel drug screen results.

III. The Cooperating Agency Shall:

- A. Designate a primary preceptor for responsibility in teaching, coordinating, and directing the student's clinical or field experience. This individual shall be involved in the planning with the School's faculty and has reviewed the preceptor orientation materials.
- 8. Make available clinical or field resources and related experiences for the educational program of students of the Emergency Medical Services Education Program.
- C. Have clinical or field instruction planned, organized and taught by designated clinicians it employs. Persons assuming this educational responsibility for the Cooperating Agency shall be selected by mutual agreement.
- D. Provide a thorough orientation to include the physical environment, safety, infectious control, confidentiality and pertinent policies/procedures.
- E. Review the Clinical/Field Evaluation Forms and guidelines for the clinical or field training of the students.
- F. Inform the School regarding the scheduling of students for the clinical or field experience.
- G. Schedule students for clinical or field experience time to assure appropriate experience.
- H. Assure that while engaged in patient care, no student shall be left without the continuous on site presence and supervision of a licensed physician, nurse or paramedic provided by the Cooperating Agency.
- I. Provide the preceptors who are to provide the School with an evaluation of each student throughout the clinical or field experience.
- J. Shall not be responsible for lost or damaged personal property of the student.

This agreement will be reviewed every year by both parties.

**THE UNIVERSITY OF IOWA
HOSPITALS AND CLINICS**

BY:

NAME: Kimberly Hunter
TITLE: Associate VP, CEO
DATE:

MEDIC EMS of Scott County

BY:

NAME: Paul Andorf
TITLE: Director
DATE:

CONTACT INFORMATION:

University of Iowa, EMSLRC

Clinical & Field Coordinator
200 Hawkins Drive, S-608-1 GH Iowa City, IA
52241
319-356-2597 (office) emslrc@uiowa.edu

Cooperating Agency

**MEDIC EMS of Scott
County
600 West 4th Street
Davenport, Iowa 52801-1030
Phone:: 563-323-6806
email: Paul.Andorf@scottcountyiowa.gov**

Program Agreement

between

NORTHEAST IOWA COMMUNITY COLLEGE

and

MEDIC EMS OF SCOTT COUNTY

THIS AGREEMENT entered into by and between NORTHEAST IOWA COMMUNITY COLLEGE (the “College”), and MEDIC EMS OF SCOTT COUNTY (the “Facility”).

1. **The Programs.** This Agreement covers those Programs listed below which are indicated by a check mark:

- | | |
|--|--|
| <input type="checkbox"/> Nursing | <input type="checkbox"/> Pharmacy Technician |
| <input type="checkbox"/> Respiratory Care | <input type="checkbox"/> Health Support Specialist |
| <input type="checkbox"/> Radiologic Technology | <input type="checkbox"/> Sonography |
| X Emergency Medical Technician | <input type="checkbox"/> Computed Tomography |
| X Paramedic | <input type="checkbox"/> Science Lab Technician |
| <input type="checkbox"/> Certified Nursing Aide | <input type="checkbox"/> IV Therapy |
| <input type="checkbox"/> Health Information Technology | <input type="checkbox"/> MRI |
| <input type="checkbox"/> Dental Assisting | <input type="checkbox"/> Office Technician/Medical Program |
| <input type="checkbox"/> Medical Assistant | <input type="checkbox"/> Medical Lab Technician |
| <input type="checkbox"/> Early Childhood Education | <input type="checkbox"/> Transcription/Coding Specialist |
| <input type="checkbox"/> Phlebotomy | |

2. **Purpose of Agreement.** The College offers the Program(s) listed above to its students. The students are in need of clinical experience in order to satisfactorily complete the Program. The College and the Facility have agreed to cooperate in providing unpaid clinical experience to the students on the terms and conditions set forth in this Agreement.

3. **Term of Agreement.** This Agreement shall commence on the 1st day of January, 2024. This Agreement shall continue from year to year unless modified or terminated by either party giving the other 90 days advance written notice.

4. **College Responsibilities.**

A. The College will plan, implement and administer the Program(s) in cooperation with the Facility.

B. The College shall coordinate any necessary visits, consultations, conferences, and planning sessions with the Facility, and shall arrange clinical instruction schedules in consultation with the Facility.

C. The College will provide the Facility with (i) the purpose and goals of each Program (ii) the names and proficiency levels of the student (iii) a schedule of the times that the students will be at the Facility and the type of instruction needed and (iv) identity of the College faculty member responsible for each Program and the student's supervision.

D. The College faculty member supervising the students shall obtain and maintain for the duration of their involvement with each Program any license, registration, or certification required by law or regulation.

E. The faculty members and students participating in each Program shall have been informed and will abide by the infection control policies of the facility. The College will maintain immunization files for each faculty member and student.

F. The faculty members and students shall be informed by the College of the importance and requirements for maintaining confidentiality of medical records and of patients at the Facility. The College shall provide HIPAA and Bloodborne Pathogen training to its faculty members and student prior to participating in each Program or validate completion of training from an approved agency.

G. The College agrees that upon written notice to the College the Facility may refuse to accept or may terminate from participation in each Program any student whose work, conduct, or health or other cause may have a detrimental effect on the patients or personnel of the Facility.

H. The College will assure that criminal history and adult and child abuse registry checks of students enrolled in each Program will be completed and the College shall furnish the Facility with the information made available to the College by the appropriate government agencies. The Facility may conduct its own background checks.

I. The College, its students and faculty shall observe and comply with the rules and regulations of the Facility.

J. The College shall be responsible for its own negligent or tortious acts or those of its faculty or students during their participation in each Program and the College shall indemnify and save harmless the Facility, its employees and agents from loss, damage, expenses, attorney's fees and costs on the count of the death, personal injury, and property damage to any persons caused by the negligent or tortious acts of the faculty or students during participation in each

Program.

K. The College shall maintain general liability insurance in the amount of at least \$1,000,000 per occurrence and \$2,000,000 aggregate which shall provide coverage for its faculty and students while participating in the Program. The College also shall maintain professional liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate providing insurance coverage for the faculty and students while participating in the Program. The College will provide the Facility with a certificate of insurance upon request.

L. The College shall require students to obtain and maintain, at the student's sole cost and expense, health insurance coverage (or a suitable alternative) for the duration of their Program. The College shall require students to acknowledge responsibility for all medical costs and expenses related to an illness, accident, or incident while participating in the Program.

M. The College will supervise its students during the clinical experiences pursuant to this Agreement, unless otherwise agreed to in writing by the parties. The College will provide faculty and/or a clinical preceptor to effectively implement the clinical experiences under this Agreement.

5. Facility Responsibilities.

A. The Facility and its clinical instructors and supervisors shall participate in good faith in any consultations, conferences, and planning sessions that are organized by the College with regard to each Program.

B. The Facility shall provide space for the College students and faculty to conduct on-site conferences. The College may record these conferences via any medium it chooses, subject to any good-faith concerns on the part of the Facility as to patient privacy or other matters.

C. The Facility shall provide the College students and faculty with a thorough orientation of the Facility.

D. The Facility's instructors and supervisors shall maintain communication with the College as to the performance and progression of the students and shall provide the College with a written evaluation of each student group at the completion of the clinical rotation and at any other intervals requested by the College. The Facility shall complete and promptly return to the College specific evaluation forms provided by the College.

E. The responsibility for patient care and/or other facility health management functions is retained by the Facility. The Facility shall not rely on the students for patient care and services, and students cannot be substituted for paid employees. However, students may be permitted to perform procedures when subject to careful supervision. The Facility shall provide any supplies required for patient care.

F. The Facility shall provide the College with current written copies of its policies, guidelines, and similar documents, and shall provide updated copies of the same in the event of any change thereto.

G. The Facility is responsible for informing the managers of each department and unit of the Facility as to the Program and the student schedules.

H. The Facility shall be responsible for its own negligent or tortious acts of its employees and the Facility shall indemnify and save harmless the College, its employees and agents from loss, damage, expenses, attorney's fees and costs on account of the death, personal injury or property damage to any person because of the negligent or tortious acts of the Facility or its employees.

I. The Facility shall maintain general liability insurance in the amount of at least \$1,000,000 per occurrence and \$2,000,000 aggregate which shall provide coverage for its employees while participating in the Program. The Facility also shall maintain professional liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate providing insurance coverage for its employees while participating in the Program. The Facility will provide the College with a certificate of insurance upon request.

6. Joint Responsibilities.

A. The College will select the instructors employed by the College. The College and the Facility shall participate in the selection and approval of Facility/College preceptors/supervisors. Both parties agree that the instructors and supervisors will function within guidelines agreed upon by both parties.

B. The College and the Facility shall cooperate in the development of student schedules and shall maintain communication as to the curriculum and instruction of each Program so as to provide the students with a thorough clinical experience.

C. The maximum number of students assigned to the Facility at any one time during a Program shall be established by mutual agreement.

D. The College and Facility shall each be responsible for their own adherence to federal, state and local non-discrimination laws. The College and the Facility agree that each will not discriminate against the faculty, students or employees who participate in the program.

E. The College faculty and Facility personnel shall cooperate in the assignment of students to learning experiences with objectives communicated verbally to Facility staff.

F. Upon receipt of notice of a claim or suit which in any manner results from, arises out of, or is connected with the operation of the Program(s), the party receiving notice shall provide timely notice of them to the other party and shall fully cooperate in the investigation of the claim or suit.

G. Notwithstanding any provisions in this Agreement to the contrary, no party shall have any liability for failure of performance resulting, or arising out of Acts of God, government authority, natural disaster or any other causes, beyond the party's control.

7. **General Terms.**

- A. This Agreement shall not be assigned by either party.
- B. This Agreement shall be governed by the laws of the State of Iowa.
- C. The parties acknowledge that the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and 34 C.F.R. 99, apply to the use and disclosure of education records that are created or maintained under this Agreement.

8. **Financial Consideration.** The College and the Facility shall each bear their own costs associated with this Agreement and no payment is required by either the College or the Facility to the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

Northeast Iowa Community College

The Facility

By: _____

By: _____

Position: Vice-President/President

Position: _____

Date: _____

Date: _____

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES
THAT THIS RESOLUTION HAS BEEN FORMALLY
APPROVED BY THE BOARD OF SUPERVISORS ON

DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

DECEMBER 19, 2023

APPROVING AGREEMENTS BETWEEN MEDIC EMS OF
SCOTT COUNTY AND EMERGENCY MEDICAL SERVICES TRAINING INSTITUTIONS.

BE IT RESOLVED BY the Scott County Board of Supervisors as follows:

- Section 1. These Agreements are to establish cooperative relationships and to outline the responsibilities of the cooperating parties as they contribute to the education, training, and experience of the students in an Emergency Medical Services Education Program.
- Section 2. That the Director of MEDIC EMS of Scott County is hereby authorized to sign said agreements and any future agreements with EMS training institutions on behalf of the Board.
- Section 3: This resolution shall take effect immediately.