

AGREEMENT FOR STUDENT PLACEMENTS AT
SEDGWICK COUNTY EMERGENCY MEDICAL SERVICES

by and between:

Sedgwick County, Emergency Medical Services

and

Cowley College

AFFILIATED AGENCY AGREEMENT

This AGREEMENT is entered into this ____th day of _____, _____, by and between Cowley College, hereinafter referred to as "College," and Sedgwick County, Kansas, Department of Emergency Services, hereinafter referred to as "County."

WHEREAS, County operates an emergency and ambulance service within Sedgwick County, Kansas, (commonly known as Sedgwick County Emergency Medical Service), and County desires to make its facility available to College for the purpose of attendant or first responder learning for the students of College; and

WHEREAS, College has a program commonly known as First Responder EMT, AEMT and Paramedic designed to provide experiential education to its students;

NOW, THEREFORE, in consideration of the mutual conditions, covenants and promises contained herein, the parties hereto agree as follows:

A. PURPOSE

This program is intended to provide students with an educational experience at the Sedgwick County Emergency Medical Service.

B. TERMS OF AGREEMENT

This agreement will commence upon signature and remain in effect unless cancelled by either party upon at least thirty (30) days written notice. The agreement will continue to be effective even if persons, positions, or titles referred to in this contract are changed.

C. AUTHORITY TO CONTRACT

College assures it has legal authority to contract; that resolution, motion, or similar action has been duly adopted or passed as a official act of College's governing body authorizing the signing of this agreement, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of College to act in connection with the application and to provide such additional information as required.

D. ORIENTATION

College agrees that each student will participate in a four (4) hour orientation program, including but not limited to, County EMS operations, County EMS Medical Protocols, duties of faculty and students, dress attire of students during field internship, information on County's Policies on discrimination and sexual harassment, and HIPAA compliance and confidentiality, and signing a confidentiality agreement, prior to participation in the educational experience.

E. POLICIES AND PROCEDURES

Students are expected to comply with all relevant policies and procedures of County. County and will ensure students have access to the policies and procedures.

F. COMPENSATION

Both parties agree that no compensation or remuneration shall be exchanged, requested or expected for activities in connection with the educational experience.

G. NON DISCRIMINATION

It is agreed by both parties that there shall be no discrimination on the basis of age, sex, race, religion, creed or national origin.

H. REMOVAL

County reserves the right to request, or if immediate action is required, to remove any student from its facility if in its opinion the student is not acting in accordance with County policies.

J. OTHER RESPONSIBILITIES

In furtherance of this agreement, the parties shall have additional responsibilities as delineated in attached Exhibits A and B.

K. AMENDMENTS

The terms and conditions of this agreement may be amended by written amendment to this agreement signed by both parties.

L. INDEMNIFICATION AGREEMENT

Both parties hereby expressly agree and covenant that they will hold and save harmless and indemnify the other party, its officers, agents, servants and employees from liability of any nature or kind connected with the work to be performed hereunder arising out of any act or omission of such party or of any employee or agent of that party to the degree such indemnification is allowed by law.

M. RESOLUTION OF DISPUTES

Problems arising under this agreement should be mediated by the Director of Emergency Medical Services and Chair of the College for the Training Program. Failing solution, the problem should be submitted to a joint committee and/or the respective institutional administrators.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
OF SEDGWICK COUNTY, KANSAS

COWLEY COLLEGE

David T. Dennis, Chairman,
Third District



Dr. Dennis Rittle, President

ATTEST:

Kelly Arnold, County Clerk

APPROVED AS TO FORM:



William Deer
Assistant County Counselor

EXHIBIT A - COLLEGE RESPONSIBILITIES: The College shall:

1. To assume full responsibility for offering an attendant or first responder program in accordance with K.S.A. 65-6101 et. al. and approved by the Board of Emergency Medical Services, Topeka, Kansas, and the local component medical society or medical staff
1. Be responsible for academic instruction and advising.
2. Provide for flexibility in the scheduling of the program in order to meet the needs of students in the best possible manner.
3. To provide County with an appropriate certificate of insurance reflecting that each student and faculty member, while performing any of the duties or services contemplated under this agreement, has professional liability insurance with minimum limits of \$500,000 each person and \$1,000,000 aggregate.
4. Provide necessary qualified faculty and instructors who shall plan, implement, supervise, and evaluate the learning experience to meet the educational objectives of the program.
5. Provide or arrange for all classroom and clinical instruction for students.
6. Be responsible for all educational records.
7. Provide the current student roster of the students enrolled in the program.
8. Assist with inservice programs for employed personnel if asked to do so.
10. Facilitate communication between the Emergency Medical Service and the students of the College.
11. Inform students that they are subject to the policies, rules, and regulations of the County and Emergency Medical Service.
12. Ensure the health report of each student shall include current status of x-ray and Mantoux tests. Each student shall provide evidence of rubella immunization and Hepatitis B vaccine series.
13. That the faculty and students have been trained in preventive personal protection with regards to blood borne pathogens and hazardous materials. Students must have successfully completed the Hazardous Materials Recognition and Identification program
13. The College agrees to comply with requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to the extent that requirements apply to the activities of students participating in the learning experience at Emergency Medical Service, as authorized by this agreement.

EXHIBIT B - COUNTY RESPONSIBILITIES: The County shall

1. Allow instructors and students access to facilities maintained by Emergency Medical Service.
2. Participate in orientation of students to County and Emergency Medical Service, its policies, procedures, rules and regulations.
3. Through supervisory or administrative personnel assume responsibility for the supervision of students while engaged in Emergency Medical Service activities.
4. Maintain standards required for approval as instruction.
5. To provide facilities for field practice during field internship for twenty (20) student(s) through EMS.
6. To provide mutually agreed upon field support and supervision by qualified instructors in each service area.
7. To maintain an environment in which student learning can be facilitated.
8. To retain ultimate responsibility for the care and transportation of the patient.
9. To provide reasonable parking space for students.
10. To provide an opportunity for the faculty to be apprised of current training and/or affiliation policies by attending appropriate meetings and receiving bulletins regarding changes.

EXHIBIT C - JOINT RESPONSIBILITIES:

1. Problems arising under this agreement should be mediated by the Director of Emergency Medical Services and Chair of the College for the Training Program. Failing solution, the problem should be submitted to a joint committee and/or the respective institutional administrators.
2. The number of students eligible to participate in the educational experience will be mutually determined by agreement of the parties and may be altered by mutual agreement.
3. Methods for evaluating the educational experience of the students will be developed jointly by College and County. Regular communication will be jointly maintained by appropriate College and County staff for the purpose of reviewing and evaluating current educational experiences being offered to students.