

**Memorandum of Understanding  
between  
The Curators of the University of Missouri on behalf of University of Missouri  
Health Care  
Columbia, and the City of Columbia, a municipal corporation**

This Agreement (hereinafter “Agreement”) is made and entered into by and between The Curators of the University of Missouri on behalf of University of Missouri Health Care (hereinafter “UMHC”) and the City of Columbia, Missouri on behalf of the Columbia Fire Department, (hereinafter “City”).

**WHEREAS**, as applicable, UMHC operates a licensed ambulance service under Chapter 190, RSMO; and

**WHEREAS**, 19 CSR 30-40.333 pursuant to RSMO; 190.133.2 (4) provides “each emergency medical response agency shall have a Memorandum of Understanding with each ambulance service;”

**WHEREAS**, UMHC and City desire to cooperate for the purpose of providing first-response emergency medical care, Basic Life Support and Advanced Life Support services, exclusive of patient transportation, within the response area of the City of Columbia, Missouri; and

**WHEREAS**, both parties recognize the importance and benefits of coordinating emergency response efforts to ensure the public health and welfare.

**NOW THEREFORE, in consideration of the mutual promises contained herein, UHMC and City agree as follows:**

1. UMHC: UMHC shall:
  - a. Support and provide staff to serve on the EMS Committee Group to discuss issues related to the EMS/Fire operations in the City of Columbia, Missouri and pursuant to this Agreement; and
  - b. To the extent permitted by Missouri law and without waiving sovereign immunity, defend, indemnify and hold harmless City, its personnel, agents, employees and other members authorized to act on behalf of City, for any and all claims which arise out of the rendering of emergency medical care and which are due to the negligence or wrongful act or omission of UMHC,

its personnel, agents, employees and other members authorized to act on behalf of UMHC; and

- c. Cooperate in the annual updating of City emergency medical protocols, which said protocols, including a Medical Control Plan, shall conform to the general direction of MU EMS Medical Direction Group; and
- d. Produce and share patient-care documents and information with City, in compliance with State and Federal law relating to such patient-care documents and information; and
- e. Provide a list of Medical Director pre-approved medical supplies and equipment to City; and
- f. Review all documentation of City's emergency services operations in regards to this Agreement.

2. City: City shall:

- a. Ensure City personnel, agents, employees and other members who render emergency medical care are trained and qualified to perform life support skills to their licensure level; and
- b. Supplies provided by UMHC and used by City shall be replaced or provided in kind within a reasonable time with supplies of equivalent quality and number, however such obligation shall be subject to the appropriation of funds and availability of such supplies and
- c. To the extent permitted by Missouri law and without waiving sovereign immunity, defend, indemnify and hold harmless UMHC, its personnel, agents, employees and other members authorized to act on behalf of UMHC, for any and all claims which arise out of the rendering of emergency medical care and which are due to the negligence or wrongful act or omission of City, its personnel, agents, employees and other members authorized to act on behalf of City; and

- d. Support and provide staff to serve on EMS Committee Group to discuss issues related to the EMS/FIRE operations in the City of Columbia, Missouri and pursuant to this Agreement; and
- e. Maintain approved and duly executed emergency medical protocols and an approved and signed Memorandum of Understanding (“MOU”) with a Physician Medical Director in compliance with Missouri Bureau of EMS standards; and
- f. Cooperate in the establishment and annual updating of emergency medical protocols which said protocols , including a Medical Control Plan, shall conform to the general direction of MU EMS Medical Direction Group: and
- g. Obtain a license as an ALS Emergency Medical Response Agency with the Missouri Bureau of EMS; and
- h. Standardize, to the extent possible, the purchasing of medical equipment (to ensure City is able to afford); and
- i. Produce and share patient-care documents and information with UMHC, in compliance with State and Federal law relating to such patient-care documents and information; and
- j. Staff a Medical Director who will be actively involved in the oversight of patient care provided by City; and will make a good faith effort to consult with UMHC and the University Ambulance Service Medical Director to reconcile any disagreement as to what medical supplies and equipment are approved; and meets the requirements pursuant to 19 CSR 30-40.303
- k. Maintain a Quality Improvement (QI) Program pursuant to 19 CSR 30-40.333(8); and
- l. Submit quarterly QI reports to UMHC related to City medical responses and regarding those data elements consistent with 19 CSR 30-40.375(2) for review by UMHC and University Ambulance Service Medical Director; and
- m. Participate in Call Reviews with University Ambulance Service Manager or his designee and University Ambulance Service Medical Director from time to time as deemed necessary by either City or UMHC; and

- n. Implement a Medical Control Plan which states that upon arrival of UMHC personnel on-scene of an emergency, immediately as patient safety allows, City personnel shall promptly provide a patient report and transfer responsibility for the patient treatment and transport to UMHC personnel; and
- o. Not less than annually, but as often as any adopted Regulation requires, update its Protocols, including its Medical Control Plan. At the time of request for a MOU and upon each annual update, City shall provide a current copy of its Protocols to UMHC subject to review and approval by University Ambulance Manager or his designee and University Ambulance Service Medical Director; and
- p. Comply with the following Continuing Education Certification Requirements: In addition to any and all certification and/or license requirements mandated by City, each licensed ALS provider working for City shall obtain and maintain the following licenses and/or certifications:
  - i. State of Missouri Medical Technician-Paramedic license issued by the Missouri Bureau of Emergency Medical Services;
  - ii. American Heart Association Advanced Cardiac Life Support (ACLS) Provider certification;
  - iii. American Heart Association Pediatric Advanced Life Support (PALS) Provider certification;

Verification of the above current certifications will be maintained by City for each employee and shall be provided upon request to UMHC by City.

- q. Upon request, submit a list of medical supplies and equipment for review by University Ambulance Service Medical Director or Manager. If any medical supplies or equipment are not approved by University Ambulance Service Medical Director,
  - i. University Ambulance Service Medical Director shall provide City with a list of the unapproved medical supplies and equipment,
  - ii. University Ambulance Medical Director shall provide City with a list of approved medical supplies and equipment, and

iii. City shall resubmit the list of medical supplies and equipment for approval.

3. **MUTUAL AGREEMENT: Both parties hereby shall:**

- a. Communicate with each other in a timely manner regarding incidents and/or issues encountered which relate to the rendering of first response emergency medical care and this Agreement; and
- b. Enter into a MOU pursuant to 19 CSR 30-40.333(2)(A) that includes an agreement that upon UMHC personnel arrival on-scene, and a rapid patient report and transfer of patient care has occurred, UMHC personnel are responsible for patient treatment and transport decisions; and
- c. Participate in call reviews; and
- d. Take all reasonable and necessary steps to ensure that all medical information and data concerning specific patients (including, but not limited to , the identity of the patients), derived from or obtained under this Agreement, shall be treated by the parties, their agents, personnel, employees, members and students as confidential in compliance with all applicable State and Federal laws and regulations regarding confidentiality of patient records, including but not limited to, the Health Insurance Portability and Accountability Act of 1996 (“HIPPA”) and the regulations promulgated there under, and that patient information and documents, and other matters regulated by State and Federal law with respect to health care, shall not be released, disclosed, or published to any party other than as required or permitted under applicable laws.
- e. Agree that City will provide ALS service within the boundaries of Columbia, Mo city limits and elsewhere when requested to do so under mutual aid agreements.
- f. Agree that City will follow UMHC protocol when honoring Do Not Resuscitate requests.



intention of the parties to the extent possible in light of the Change of Law. If no such amendment can be agreed upon in the reasonable opinion of either party within one hundred (100) days of receipt of counsel's notice, then either party may terminate this Agreement upon an additional sixty (60) days written notice.

6. **GOVERNING LAW:** This Agreement shall be construed and enforced in accordance with the laws of the State of Missouri.
7. **ENTIRE AGREEMENT:** This Agreement constitutes the entire understanding between the parties relating to the subject matter hereof and supersedes all previous agreements and understandings between the parties with respect to the subject matter hereof. Notwithstanding this provision and to the extent they are not inconsistent with this Agreement, the Parties' current Intergovernmental Cooperation, Mutual Aid Agreements and the Agreement to Participate in Emergency Medical Services First Responder Program shall continue to govern the Parties' relationship.
8. **WAIVER OF BREACH:** The waiver by either party of a breach or violation of any provisions of this Agreement shall not operate as, nor be construed to be as a waiver of any subsequent breach of the same or any other provision hereof.
9. **SEVERABILITY:** In the event any provision of this Agreement is invalid or unenforceable, such invalid or unenforceable provision shall not invalidate or affect the other provisions of this Agreement which shall remain in effect and be construed as if such provision were not a part hereof, provided that if the invalidation or unenforceability of such provision shall, in the opinion of either party, have a material effect on such party's rights and obligations under the Agreement, then the Agreement may be terminated by such party upon thirty (30) days prior written notice by such party to the other party.
10. **ASSIGNMENT/SUBCONTRACTING:** Neither party shall assign or transfer its respective rights or obligations under this Agreement to any other person or entity.

11. NO BOYCOTT: If this Agreement involves the acquisition or disposal of services, supplies, information technology, or construction and has a total potential value of \$100,000 or more, and if City is a company with ten (10) or more employees, then City certifies that it, and any company affiliated with it, does not boycott Israel and will not boycott Israel during the term of this Agreement. In this paragraph, the terms “company” and “boycott Israel” shall have the meanings described in Section 34.600 of the Missouri Revised Statutes.
12. Notwithstanding anything stated elsewhere in this Agreement, City is not precluded from compliance with the provisions of Chapter 610 RSMo. (“The Sunshine Law”) and nothing in this Agreement shall be interpreted to hold City liable for any damages whatsoever associated with compliance with the provisions of Chapter 610 RSMo.
13. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either Party’s rights or defenses with regard to each Party’s applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

**[SIGNATURES ON FOLLOWING PAGE]**



IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the date of the last signatory to this Agreement.

FOR:

Curators of the University of Missouri

One Hospital Drive, DC406.00

Columbia, MO 65212

Attn: Managed Care & System Contracting

Print: T.Vince Cooper

Title: Executive Director, Payer Strategy & Health System Contracting

Sign: *T.Vince Cooper*

Date: 20-May-2024

FOR:

City of Columbia

Print: De'Carlton Seewood

Title: City Manager

Sign: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

Print: Sheela Amin

Title: City Clerk

Sign: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED  
AS TO  
LEGAL FORM  
*KSB*

APPROVED AS TO FORM:

Print: Nancy Thompson

Title: City Counselor/mc

Sign: \_\_\_\_\_

Date: \_\_\_\_\_