

**COOPERATIVE AGREEMENT BETWEEN
THE CURATORS OF THE UNIVERSITY OF MISSOURI
ON BEHALF OF UNIVERSITY OF MISSOURI HEALTH CARE
AND THE CITY OF COLUMBIA**

THIS AGREEMENT is made and entered on the date of final signature between **THE CURATORS OF THE UNIVERSITY OF MISSOURI ON BEHALF OF THE UNIVERSITY OF MISSOURI HEALTH CARE** hereinafter referred to as "The Clinical Agency" and **THE CITY OF COLUMBIA** hereinafter known as "The School."

WITNESSETH:

WHEREAS, The School wishes to allow properly enrolled students to participate in the care of patients for Emergency Medical Services (EMS) upon terms and conditions herein provided, based on availability and contingent on being able to schedule the education experience, and without having such students be considered as employees of The Clinical Agency but only as students of The School; and

WHEREAS, The Clinical Agency is willing to provide clinical facilities for education insofar as practicable while assuming no responsibility whatsoever for the negligence and/or misconduct of The School, its faculty or students in the provision of care or while on the property of The Clinical Agency;

NOW THEREFORE, in consideration of the mutual benefits to be derived by The School and The Clinical Agency, the parties do hereby agree as follows:

ARTICLE I: RESPONSIBILITIES OF THE SCHOOL

1. The School shall provide qualified and competent faculty members adequate in number for the instruction and supervision, if necessary, of students using The Clinical Agency facilities. The faculty of The School shall provide supervision, guidance and instruction of students.
- 1.1. The School shall designate one person who will be the Educational Experience Coordinator for The School, and shall be the individual with whom the Clinical Agency shall communicate regarding the educational experience under this Agreement.
2. The School shall carry professional liability insurance of One Million Dollars (\$1,000,000) per occurrence, Three Million Dollars (\$3,000,000) annual aggregate that covers the students and the School and its faculty, and shall provide a certificate of insurance to The Clinical Agency upon request.

3. The School shall plan clinical assignments in consultation with the Department Manager or delegate in charge of the unit, in accordance with learning experiences required and opportunities available.
 - 3.1. In making such assignments, appropriate consideration shall be given to School policy; accreditation criteria (voluntary and regulatory); and the standards, policies, procedures and regulations of The Clinical Agency.
 - 3.2. The School shall designate the students to be assigned to such learning experiences.
 - 3.3. The time periods and the number of students assigned during any one clinical experience will be mutually agreed upon by The School and The Clinical Agency.
 - 3.4. The School shall orient or plan for orientation of the students to the operations of The Clinical Agency and the unit where assigned.
 - 3.5. The instructor of The School clinical course shall be responsible for contacting the Department Manager to discuss the specific schedule of days and times the students will be in the clinical areas and to make any other relevant plans.
 - 3.6. Notification should also be made to the Department Manager or delegate prior to removing students from the clinical area. The School shall remove a student from the educational experience at The Clinical Agency at the request of The Clinical Agency.
4. The School's faculty and students shall comply with applicable policies and regulations of The Clinical Agency.
5. The School shall instruct all students assigned to The Clinical Agency regarding the confidentiality of records and patient/client data imparted during the educational experience.
6. All students will wear appropriate attire as set forth by the hosting department of The Clinical Agency.
 - 7.1 Students and faculty of The School will abide by the current policy regarding immunizations.
 - 7.2 Documentation that the immunization requirements have been met must be provided to the Clinical Agency's Staff Health Service before beginning the educational experience.
 - 7.3 All students shall promptly report illness and absence from the clinical area to both the faculty and the unit where assigned.

ARTICLE II: RESPONSIBILITIES OF THE CLINICAL AGENCY

1. The Clinical Agency shall provide the opportunity for students to observe and participate in agreed-upon services provided by The Clinical Agency.
2. The Clinical Agency shall provide orientation to clinical areas and facilities to students and faculty, if necessary.
3. The Clinical Agency shall provide to The School copies of policies and regulations that affect the students and The School.
4. If necessary, The Clinical Agency shall provide emergency medical care for illness or injury to the students during scheduled working hours, at the expense of the student.
5. The Clinical Agency shall report to The School's Educational Experience Coordinator any problems that might necessitate a change in the plan for student field experience.
 - 5.1. If The Clinical Agency deems a student's performance to be unsatisfactory and detrimental to its health care responsibilities, it may require removal of the student from the educational experience at The Clinical Agency by notice to the student and The School's Educational Experience Coordinator..
6. The Clinical Agency shall retain full responsibility for the care of patients and will maintain overall administrative and professional supervision of students and faculty, if present at the Clinical Agency, of The School insofar as their presence affects the operation of The Clinical Agency and/or the direct or indirect care of patients of The Clinical Agency.

ARTICLE III: JOINT RESPONSIBILITIES OF THE CLINICAL AGENCY AND THE SCHOOL

1. The School and The Clinical Agency do not and will not discriminate against anyone because of race, religion, color, sex, creed, national origin, or disability, or any other basis protected under the law.
2. Both parties to the Agreement recognize that the relationship between The School and The Clinical Agency is one of mutual interdependency and that each shall derive maximum benefit by promoting their mutual interest in clinical education and student welfare. Both parties are independent contractors.
 - 2.1 The personnel of both parties shall seek each other's cooperation in carrying out the provisions of this Agreement.

- 2.2 The School and The Clinical Agency each shall delegate a member or members to a joint committee now known as the Coordinating Council, which will meet not less than 30 days prior to the beginning of student assignment to the agency and at other times if necessary. Any proposed changes in student assignment after that meeting should be made, in writing, to the Clinical Coordinator of Education & Consulting Services at The Clinical Agency and the Educational Experience Coordinator at The School.
- 2.3 During the term of this Agreement, arrangements may be made for periodic meetings between representatives of The School and The Clinical Agency to promote understanding of and adjustments to any operation or activity involved herein.
- 2.4 The School and The Clinical Agency shall cooperate in ongoing evaluation of the agreement.
- 2.5 The School and The Clinical Agency shall review the program and agreement annually and recommend changes as necessary.
3. The School and The Clinical Agency shall implement objectives for clinical instruction that can be realized within the scope of The Clinical Agency.
4. School personnel and students are expected to participate in a professional and creditable manner in all areas of The Clinical Agency.
 - 4.1 The Clinical Agency may request, in writing, that a faculty member or student not be assigned to, or be withdrawn from, the clinical areas if their conduct or performance, in its sole determination, may adversely affect patients or personnel of The Clinical Agency.
5. It is understood that assigned students are not employees of The School or The Clinical Agency and therefore are not covered by Social Security, Employment Compensation or Workmen's Compensation. The School's faculty are not employees of The Clinical Agency, and therefore the Clinical Agency has not responsibility for social security, Employment Compensation or Workmen's Compensation for School's faculty.

ARTICLE IV: CONSIDERATION

The nature of this cooperative Agreement is such that each party undertakes obligations to the other but without passage of funds between The School and The Clinical Agency or between the personnel of their respective staffs.

ARTICLE V: TERM OF THE AGREEMENT

This Agreement becomes effective when signed by representatives of The School and The Clinical Agency and will remain in effect for one year from that date; provided, however, that the agreement shall automatically renew for additional terms of one year each, subject to the right of either party to terminate this agreement, without liability or cause, at any time during the initial term or any subsequent renewal term by providing the other party not less than sixty (60) days prior written notice of its intent to terminate. The agreement may be revised as agreed upon by both parties in writing.

ARTICLE VI: SPECIAL REQUIREMENTS

1. REQUIRED INFORMATION

The School is responsible for completing and submitting all Mandatory Requirements for Students as outlined in Student Vetting Packet “Attachment 1” to the Clinical Agency ensuring that faculty and students have completed all required immunizations, titers and screenings prior to participation in a clinical experience at Clinical Agency. Required information must be received at least six weeks prior to the start of the clinical experience.

2. IMMUNIZATIONS

Proper immunizations, screenings, and titers must meet current requirements of the Clinical Agency (Please refer to Attachment 1 for detailed description of requirements) for participating in a clinical experience. School’s faculty and students are required to provide information at least six weeks prior to start of their clinical experience, to Clinical Agency confirming that such immunizations and screenings have been completed. A failure to provide such information within a timely manner shall preclude such faculty and/or student from participating in any clinical experience at Clinical Agency.

3. DRUG TESTING

School acknowledges that the Clinical Agency has implemented a policy (HR-1004-UMHC) requiring drug testing for all patient care staff/faculty/students (1) initially, prior to the student and/or faculty member beginning his/her participation in a clinical experience at Clinical Agency; and (2) when there is reasonable cause to believe that a faculty member and/or student is under the influence of such substances while participating in the Clinical Agency experience.

In accordance with this policy, School agrees that prior to placing any faculty and

students at the Clinical Agency for a clinical experience, the School shall advise the faculty and student(s) of the existence of the Clinical Agency's policy and that the faculty and student (1) will be required to submit to drug testing prior to starting their participation in a clinical experience at the Clinical Agency; and (2) when there is reasonable cause to believe that a faculty member and/or student is under the influence of such substances while participating in Clinical Agency's experience, the faculty and/or student may be required to submit to drug testing or be removed from the experience. School agrees that either School or faculty member and/or student will bear the total expense of the initial testing and any subsequent testing that may be required by the Clinical Agency. School agrees that any faculty and/or student who fail to comply with the Clinical Agency's policy shall not be eligible to either begin or continue their participation in a clinical experience at Clinical Agency.

4. BACKGROUND CHECKS

School acknowledges and agrees that background checks consisting of checks listed in Attachment 1 will be required of any faculty and/or student planning to participate in a clinical experience at the Clinical Agency. Any faculty and/or student planning to participate in the clinical experience must not appear on the Office of Inspector General Exclusion and Debarment Listing. Additionally, if there are any adverse results reported as the result of any of the background checks, the Clinical Agency will be provided with the results and information necessary to evaluate if, in the discretion of the Clinical Agency, the faculty/and or student can participate. The School is responsible for completing and submitting the Mandatory Background Checks information to the Clinical Agency prior to the start of faculty/students' clinical experience. A failure to provide such information and where required, Documentation, shall preclude such faculty and/or student from participating in any clinical experience at Clinical Agency.

5. PATIENT CONFIDENTIALITY

The School acknowledges and agrees to provide verification that faculty and/or students have read and signed a Confidentiality Agreement included in Attachment 2, prior to beginning their participation in a clinical experience at Clinical Agency.

ARTICLE VII: MISC

1. NO BOYCOTT

If this Contract 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 The School is a company with ten (10) or more employees, then The School certifies that it, and any company affiliated with it, does not boycott Israel and will not boycott Israel during the

term of this Contract. In this paragraph, the terms “company” and “boycott Israel” shall have the meanings described in Section 34.600 of the Missouri Revised Statutes.

AGREEMENT DATES AND SIGNATURES

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed by their properly authorized representative.

**THE CURATORS OF THE
UNIVERSITY OF MISSOURI ON
BEHALF OF UNIVERSITY OF
MISSOURI HEALTH CARE**

CITY OF COLUMBIA, MISSOURI

Signature

T. Vince Cooper

Printed Name

Date

Signature

De’Carlon Seewood, City Manager

Printed Name

Date

Attested By: _____

Sheela Amin, City Clerk APPROVED

AS TO FORM: _____

Nancy Thompson, City Counselor/mc