

Sample Contract Agreement

between

(program sponsor)

and

(instructor name)

This agreement is hereby entered into this ____ day of _____, 19__, between _____(sponsor)_____ of _____(location)_____ hereafter called the "**Sponsor**", and _____(Course Coordinator)_____ hereafter called the "**I/C**".

This agreement serves for the provision of an ____(Level of Program)____ program to be held at the ____Location Of Program____.

The starting date of the course is _____, and the ending date is _____.

The said parties, for the consideration hereinafter mentioned, hereby agree to the following:

1. The I/C is being engaged by the Sponsor to act as its "Primary Instructor/Coordinator or Course Coordinator" whose major duties and responsibilities are outlined and described by the Sponsor in the description attached as Section 2. The Sponsor's Responsibilities are outlines in Section 1.
2. It is recognized that the I/C is an independent agent and not an employee of the Sponsor.
3. It is recognized that this is not an exclusive agreement for services between the Sponsor and the I/C, and that either party may enter into such additional agreements for similar services as is required.
4. This agreement may be canceled by either party with or without cause by providing ninety (90) days written notice from one party to the other.
5. This agreement may not be assigned by either party to any third party.
6. Any subcontracting of work to be performed under this agreement shall be subject to the advanced written approval of the Sponsor.
7. The (program sponsor) agrees to indemnify and hold the (I/C) harmless from and against all claims, damages, losses and expenses (including, but not limited to, attorney fees) arising out of the performance of this agreement.
8. Materials produced to meet the conditions of this agreement and/or for use in programs offered under this agreement, are the property of the Sponsor.
9. Programs offered under this agreement must be financially self supporting unless otherwise stipulated by the Sponsor. The course budget must be approved by the Sponsor along with prior approval for all expenditures.
10. The agreement shall be governed by and interpreted under the laws of the State of Michigan.
11. This agreement may be amended in writing by mutual agreement between the parties.

Section 1: Responsibilities of the Program Sponsor

The Program Sponsor, (Name of Sponsor) will:

1. Be ultimately responsible for the training program.
2. Name ____ (sponsor's contact person) ____ as its primary representative for the administration of this agreement.
3. Pay the Course Instructor-Coordinator, (Name of IC), a total of _____. This will be paid in four (4) equal payments of _____ on a quarterly basis throughout the duration of the course. Payment of the final _____ will be made following completion of all course activities and submission of paperwork to (Program Sponsor).
4. Provide liability insurance coverage for the I/C for this training program.
5. Be the financial agency for the course, paying all instructors, I/Cs, etc., as well as provide for all pre-approved expenditures involved in conducting this training program.
6. Submit Application for Course Approval to the Michigan Department of Consumer & Industry Services, EMS Division for approval.
7. Order the textbooks for this training program and ensure that they are available to the I/C prior to the start of the program.
8. Maintain clinical contracts with all clinical agencies.
9. Provide the I/C with duplication of course materials according to established procedures.
10. Assist the I/C with equipment needs according to established procedures.

Section 2: Responsibilities of the Course Coordinator (Instructor-Coordinator).

The Course Coordinator will:

1. Agree to provide the Sponsor with coordination and instruction of programs as outlined in the dates of this agreement.
2. Be present at all classes for this program, or ensure that a qualified I/C is present. The Sponsor will be notified in advance of this taking place. Payment may be reduced if absence is excessive.
3. Meet the goals and objectives as agreed upon by the Sponsor, and will be consistent with training guidelines established by the Michigan Department of Consumer and Industry Services (MDCIS).
4. Adhere to all additional MDCIS requirements for an approved program.
5. Ensure that all students are provided with the MDCIS course objectives at the first class session.
6. Ensure that all students are provided with a course syllabus at the first class session that specifically addresses what the student must do in order to successfully complete the program. The syllabus will also specify when and where all classes will be taught, when the instructor is available for counseling, and how to reach him or her.
7. As required by the Sponsor, collect all fees from the students and submit to the Sponsor.
8. Arrange for all instructors for the program assuring that all of the instructors possess the knowledge and skills appropriate to their area of instruction.
9. Ensure that instructors receive a copy of the MDCIS objectives concerning their topic prior to the scheduled time for their class.
10. Ensure that instructors receive a copy of the course text(s), along with a note outlining the pages addressed, that the students are using prior to the class they are teaching.
11. Be prepared to instruct any class, in case an instructor is unable to attend.
12. Prepare all handouts for the program.
13. Arrange for all audiovisual equipment or any other equipment needed for each class.
14. Ensure that the test instruments and procedures are evaluated throughout the course and make recommendations for revision when necessary.
15. As required by the Sponsor, monitor and maintain the clinical schedule and notify the clinical agency of the schedule in advance of the student's arrival.
16. Keep the Sponsor informed as to the status of the course.

17. Administer the course final written and practical examinations.
18. Inform the Sponsor of any student who fails the course and provide written documentation why the student failed.
19. Coordinate with the SWMS EMS Regional Coordinator for the provision of Licensing Examinations.
20. Maintain records in accordance with state and federal requirements. Additionally, educational records compiled as a result of this agreement will be maintained no less than four (4) years from the date of the program. Specific records regarding the administration of this agreement may be requested from time-to-time by the Sponsor. These records or copies thereof will be made available to the Sponsor on a timely basis.
21. Agree not to compete with the activities of the Sponsor by sponsoring or serving as an agent of a sponsor offering similar programs to those offered by the Sponsor within a reasonable time and distance of a program offered under this agreement.
22. Agree that any education program offered under the terms of this agreement and/or offered using the Sponsor's name shall have the prior approval of the Sponsor. All marketing of said programs shall have the approval of the Sponsor.

This contractual agreement is entered into by:

Sponsor's Representative Sponsor's Name Address Date	Course Coordinator (Instructor/Coordinator) Address Date
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SAMPLE

Name of Sponsor
Location of Sponsor

POSITION DESCRIPTION

Position Title: Program Course Coordinator (IC)

Date:

Prepared by:

Revised:

Approved by:

ENTRY REQUIREMENTS:

1. High School Graduate
2. EMS Provider Licensure (MDCIS) at least the EMT level
3. Licensed EMS Instructor-Coordinator (MDCIS)
4. BLS Instructor
5. EMT-S/Paramedic Licensure preferred
6. Three (3) years field experience preferred
7. Previous course coordination experience preferred
8. Previous instructional experience preferred
9. Previous general administrative experience preferred
10. Academic credentialing preferred

ORGANIZATION:

This position exists within the Program Sponsor with primary reporting responsibilities to _____.

This position has contact with the Program Sponsor, area Medical Directors, interfacing departments, and area emergency medical service personnel.

HUMAN RELATIONS SKILLS:

Must have ability to plan, coordinate and teach training programs within the scope of the contracted courses.

Must have the ability to maintain effective interpersonal communications with EMS staff, volunteers, governmental agencies, medical staff, and other health care/emergency service providers.

Must have high level of confidentiality and sensitivity.

Collaborates with other health care professionals in the care of patients.

Respects the needs and rights of co-workers, students, patients, and the public.

Assists in promoting and maintaining positive relationships within the EMS field.

PROBLEM SOLVING AND INITIATIVE:

Ability to instruct well to all types of students and to deal with problems that can be presented in the training setting.

Ability to work with minimal supervision/direction to accomplish desired objectives.

Ability to gather information or research problems/concerns and present facts for action by others within reporting responsibility.

Individual must have the ability to exercise good judgment in decisions and be able to work with minimal supervision/direction to accomplish desired objectives.

Must exhibit high degree of self motivation.

WORKING CONDITIONS:

Work can be demanding. Position requires a flexible working schedule with evenings and occasional weekend responsibilities. Travel by personal auto to and from the courses will be required.

SPECIFIC DUTIES/RESPONSIBILITIES:

This list of specific duties encompasses the major range of duties/responsibilities to be performed. It should be noted and understood that this is not intended to be a complete listing and that such duties/responsibilities are subject to change and/or adjustment. It is further understood that this listing will include all other duties as assigned.

1. Be present at all classes for the education program, or ensure that a qualified Instructor-Coordinator is present. Notify the program sponsor in advance of absences.
2. Adhere to all Michigan Department of Consumer and Industry Services requirements for an approved program.
3. Arrange for all instructors for the program.
4. Make sure that all instructors possess the knowledge and skills appropriate to their area of Position Description - Course Instructor Coordinator instruction.
5. Ensure that instructors receive a copy of the MDCIS objectives and the course text with appropriate page numbers concerning their topic prior to the scheduled time for their class.
6. Be prepared to instruct any class, in case an instructor is unable to attend.
7. Ensure that all students are provided with the Michigan Department of Consumer & Industry Services course objectives at the first class session.
8. Ensure that all students are provided with a course syllabus at the first class session.
9. Collect all fees from the students and submit to the program sponsor.
10. Maintain all course records (attendance, test results, clinical experience, etc.) for the program.
11. Submit all instructor expense forms to the program sponsor for payment.
12. Keep records of all student payments and instructor expenses.
13. Prepare all handouts for the program.
14. Arrange for all equipment, including audiovisual, needed for each class.
15. Conduct reviews of the test instruments and procedures used and make recommendations for revision when necessary.
16. Obtain all course completion materials from the program sponsor.
17. Keep track of the clinical scheduled and notify the clinical agency of the schedule in advance of the student's arrival.
18. Keep the program sponsor informed as to the status of the course.
19. Administer the course final and written practical exams.
20. Inform the program sponsor of any student who fails the course and provide written documentation of why the student failed.
21. Set up, with the MDCIS Regional Coordinator, the Licensing Examination.

SAMPLE CONTRACTUAL AGREEMENT

between

(program sponsor)

and

(Medical Director)

This agreement is hereby entered into this ____ day of _____, 19__, between _____(sponsor)_____ of _____(location)_____ hereafter called the "**Sponsor**", and _____(medical Director)_____ hereafter called the "**Medical Director**". This agreement serves for the provision of Medical Direction for a ___(Level of Program)___ program to be held at the Location Of Program. The starting date of the course is _____, and the ending date is _____.

The said parties, for the consideration hereinafter mentioned, hereby agree to the following:

1. The physician named above is being engaged by the Sponsor to act as its Medical Director whose major duties and responsibilities are outlined and described by the Sponsor in the description attached as Section 2. The Sponsor's Responsibilities are outlined in Section 1.
2. It is recognized that the Medical Director is an independent agent and not an employee of the Sponsor.
3. It is recognized that this is not an exclusive agreement for services between the Sponsor and the Medical Director, and that either party may enter into such additional agreements for similar services as is required.
4. This agreement may be canceled by either party with or without cause by providing ninety (90) days written notice from one party to the other.
5. This agreement may not be assigned by either party to any third party.
6. Any subcontracting of work to be performed under this agreement shall be subject to the advanced written approval of the Sponsor.
7. The (program sponsor) agrees to indemnify and hold the (Medical Director) harmless from and against all claims, damages, losses and expenses (including, but not limited to, attorney fees) arising out of the performance of this agreement.
8. The agreement shall be governed by and interpreted under the laws of the State of Michigan.
9. This agreement may be amended in writing by mutual agreement between the parties.

Section 1: Responsibilities of the Program Sponsor

The Program Sponsor, (Name of Sponsor) will:

1. Be ultimately responsible for the training program.
2. Name (sponsor's contact person) as its primary representative for the administration of this agreement.
3. Pay the course Medical Director, (Name of Medical Director), a total of _____. This will be paid in four (4) equal payments of _____ on a quarterly basis throughout the duration of the course. Payment of the final _____ will be made following completion of the course.
4. Provide liability insurance coverage for the Medical Director for this training program.
5. Prior to application for Approval to Conduct a Training Program, review the curriculum and course schedule with the Medical Director.
6. Review with the Medical Director the responsibilities listed in Section 2.
7. Agree upon scheduled time for the Medical Director to participate in course activities.

Section 2: Responsibilities of the Medical Director.

The Medical Director will:

1. Agree to provide the Sponsor with medical direction of programs as outlined in the dates of this agreement.
2. Review the training curriculum, as provided by the Program Sponsor, for medical correctness.
3. Approve of all instructors that will be utilized during the program, assuring that all of the instructors possess the knowledge and skills appropriate to their area of instruction.
4. Review the test instruments and evaluation procedures that are used throughout the course and make recommendations for revision when necessary.
5. Attend, or possibly provide some of the course lecture sessions.
6. Attend and participate in the course practical skill sessions serving as an instructor for those sessions.
7. Participate in the course final practical examinations.
8. Discuss with the Sponsor and Course Coordinator (Primary I/C) the competency of individual students.
9. Assure the competency of students who meet the requirements to pass from the course and who apply for state examination and licensure.

This contractual agreement is entered into by:

Sponsor's Representative
Sponsor's Name
Address
Date

Medical Director Printed Name and Signature
Address
Date

SAMPLE Instructor Contractual Agreement

between

Name of Sponsor

(Hereinafter referred to as the Sponsor)

and

Name of Instructor

(Hereinafter referred to as the Instructor)

I. PURPOSE

To provide instruction in the Basic EMT program at _____ (Location) _____, from _____ (Beginning date) _____ to _____ (Ending date) _____.

II. AGREEMENT AMOUNT

The Sponsor, subject to the terms of this agreement, shall provide payment of \$_____ per hour, up to a maximum of _____ hours, for a total not to exceed \$_____.

III. RESPONSIBILITIES - INSTRUCTOR

- A. The Instructor shall serve as faculty for the Basic EMT program, providing didactic and practical instruction, as assigned by the course coordinator.
- B. The Instructor shall be on time and prepared for all assignments.
- C. The Instructor shall abide by all policies of the Sponsor pertaining to faculty (attached).

IV. RESPONSIBILITIES - CONTRACTOR

- A. The Contractor shall provide assignments and preparation material to the Instructor on a timely basis.
- B. The Contractor shall provide payment in accordance with this agreement, based on completion of assignment(s) as certified by the course coordinator.

V. ASSURANCES

- A. In compliance with Title VI of the Civil Rights Act of 1964 and the Regulations of the U.S. Department of Health and Human Services issued thereunder, and Section 504 of the Rehabilitation Act of 1973, and the Rules of the Michigan Civil Rights Commission; the Instructor assures that, in carrying out this program no person shall be excluded from participation, denied any benefits, or subjected to discrimination on the basis of race, creed, age, color, national origin or ancestry, religion, sex, or marital status (except where a bonafide occupational qualification exists). This policy of nondiscrimination shall also apply to otherwise qualified handicapped individuals.
- B. It is the policy of the Sponsor to provide an environment that is free of discriminatory harassment. Discriminatory harassment is prohibited. Discriminatory harassment constitutes any behavior or pattern of behavior, malicious or benign, intended or unintended, physical or verbal, that: creates an intimidating, hostile, or offensive work/educational environment; creates an unreasonable interference with an individual's work/education performance; or otherwise adversely affects employment/education opportunities.

VI. INDEPENDENT CONTRACTOR STATEMENT

Under the provisions of Section 3401 of the Internal Revenue Code of 1986, an employer must withhold income tax from all remuneration actually or constructively paid to an employee. The employment relationship herein offered is for professional educational services. Under the terms of this agreement, the Instructor is exempt from the IRS statute referred to above, because the Instructor is an “independent contractor” offering educational services and is required to pay all applicable payroll taxes and required FICA contributions personally.

VII. AGREEMENT PERIOD

This agreement is in full force and effect from _____ through _____, 19___. This agreement may be terminated by either party by giving thirty (30) days written notice to the other party stating the reasons for termination and effective date or upon the failure of either party to carry out the terms of the agreement by giving ten (10) days written notice stating cause and effective date.

Any changes to this agreement will be valid only if made in writing and accepted by all parties of this agreement.

VIII. SIGNATURES

For the Instructor:

Signature _____ Date

For the Sponsor:

Signature _____ Date

Title

SAMPLE

Position Description

EMS Instructor

The EMS Instructor-Coordinator is responsible for teaching within the EMS Program those courses assigned by the EMS Director. The Instructor-Coordinator is also responsible for operational aspects of Quality Assurance and EMS Instructor Professional Development and Education.

Qualifications

Required

1. Associates Degree in EMS
2. State of Michigan EMS Instructor Coordinator License
3. State of Michigan Paramedic License
4. AHA CPR Instructor
5. 3 years experience teaching EMS courses

Preferred

1. Bachelor's Degree in EMS
2. BLS Instructor
3. ACLS Instructor
4. AHA Instructor Trainer
5. 2 years experience teaching Advanced level EMS courses

Functions

1. Teach EMS Courses (½ load)
2. EMS Instructor Professional Development
3. Coordinate Special Programs
4. Quality Assurance/Quality Improvement

Specific EMS Instructor Tasks

1. Teaching (1/2 load)
 - a. Fall Semester EMT ____ 5 credits
 - b. Fall Semester EMT ____ 5 credits
 - c. Spring Semester EMT ____ 5 credits ½ program
 - d. Spring Semester EMT ____ 5 credits
 - e. Spring Semester EMT ____ 1 credit
 - f. Miscellaneous Continuing Education (BTLS, ACLS, AED, EMD, EMS, CE)
 - g. Cover various EMS Instructor sick days, vacations, special events, etcetera.
 - h. Assist with testing of students in various lab sections.
2. Instructor Orientation
 - a. Provide all new instructors with orientation to EMS area and ____ facilities
 - b. Orient all new instructors to EMS and ____ policies relating to their position
 - c. Work with new provider level instructors as they begin classes. This includes spending time working with the instructor's lesson plans, time spent with the instructor in the classroom and time spent developing the instructor's tools such as syllabi and classroom activities.
3. Instructor Education & Evaluation
 - a. Investigation of complaints, as assigned by the EMS Director related to EMS and/or CPR classes. This can include phone reports, mailing and evaluating student surveys, meeting with students and/or meeting with contract contracts.
 - b. Reporting results of complaint investigations to the EMS Director and developing a plan of remediation for the instructor or taking other disciplinary action.
 - c. Remediation of instructors secondary to a complaint or instructor mistake.

- d. Quality Assurance and evaluation visits to ____ sponsored classes. Reporting on the instructor's strengths and weaknesses using SWOTS (see Professional Development).
- e. QA/QI using random mailing of student survey form.
- f. Compile results received from student surveys and work with instructors improve performance.

4. Instructor Professional Development

- a. Continuing education for instructors and instructor coordinators.
- b. Review of site visit information and development of instructor skills in weak area. This may include remediation, continuing education, recommendation of outside continuing education (PALS, I.C. Conference session, etcetera).
- c. Instruction in all CPR Instructor classes and many CPR-1 re-certification courses (with other I.T.'s).
- d. Dissemination of State of Michigan Updates and other educational materials to the proper instructors (between 50-60 different items per year).
- e. Review of all new State or governing body requirements with proper instructors to ensure compliance.

5. Student Advising/Scheduling

- a. Program and career advising of all EMT, Specialist, Paramedic, and Associate Degree students once per semester (approximately 50-60 hours per semester)
- b. Respond to all inquiries about our professional education program from prospective students.
- c. Interview all prospective paramedic students during the Spring and Fall Semester.
- d. Assist with creating schedules which students can function with and work with students on scheduling problems.
- e. Coordinate and schedule all clinical hours for _____.
- f. Troubleshooting with students and instructors when conflicts arise.
- g. Speak with walk in students and others with interest in our program.

6. Accreditation

- a. In the future, we will be required to have accreditation through Joint Review Commission however current restructuring at the State level has postponed this task for one year.
- b. Coordinate State EMS licensure Exams at the Basic EMT, Specialist and Paramedic levels. This entails coordinating dates and times with the EMS Regional Coordinator and scheduling State certified evaluators for testing stations.

7. Clinical Coordination

- a. Develop clinical objectives for all levels of providers per the requirements of the State EMS Division.
- b. Development of the annual Critical Care Paramedic Clinical Guide.
- c. Weekly evaluation and coordinating visits to clinical sites with students.
- d. Monthly to weekly contact with all EMS clinical sites and coordinators. This includes 10 clinical sites in five counties.
- e. Review all clinical paperwork and student skills for complete and proper information.
- f. Determine if students have completed clinical skills requirements according to State EMS Division and EMS Department Policy.
- g. Compile results of student clinical evaluation surveys and disseminate results to our clinical partners.

8. Other

- a. Develop Paramedic Program Annual Student Handbook.
- b. Continual development of the Critical Care Paramedic, Emergency Medical Services Instructor Coordinator and EMS Management program objectives.
- c. Coordinate all operational aspects of the BTLS program. This includes preparing student and faculty precourse materials, mailing precourse materials, arrangements for on-campus facilities, arrangements for equipment, obtaining and coordinating volunteer victims, arrangements for visiting instructor lodging, arrangements for meals and snacks, coordinating and necessary retesting and submitting final grades.

SAMPLE

Practical Skill Rotation Lesson Plan

Date: **Time:**

Location:

Primary Instructor:

Assistant Instructors:

Skills: (Musculoskeletal Injuries) Splinting Practice
 (Introduction of skills already completed)

Plan: Rotate through stations practicing splinting of long bone injuries,
 extremity joint injuries, bony thorax injuries, femur and hip injuries.

Ratio: One instructor for every three to five students (class of 15-25 students)

Time	long bone splints	joint splinting	thorax injuries	femur fractures	hip fractures
6:10	Group A	Group B	Group C	Group D	Group E
6:50	Group B	Group C	Group D	Group E	Group A
7:30	Group C	Group D	Group E	Group A	Group B
8:10	Break				
8:30	Group D	Group E	Group A	Group B	Group C
9:10	Group E	Group A	Group B	Group C	Group D

Alternate plan for smaller group

Ratio: One instructor for every 3-5 students (class of 9-15 students)

Time	long bone splints	joint splinting	thorax injuries
6:10	Group A	Group B	Group C
6:40	Group B	Group C	Group A
7:10	Group C	Group A	Group B
7:40	Break		
	Femur fractures	Hip Fractures	Combinations
8:00	Group A	Group B	Group C
8:40	Group B	Group C	Group A
9:20	Group C	Group A	Group B

Equipment List

Long Boards Traction Splints Blankets, Pillows
 Rigid Splints Soft Supplies (dressings, bandaging, ace, triangles)

SAMPLE

EQUIPMENT VERIFICATION LETTER

*Acme EMS Academy
2000 Nowhere Ave.
Acme, MI*

Rae Ramsdell
Michigan Department of Consumer
& Industry Services
Bureau of Health Services
611 W. Ottawa, P.O. Box 30670
Lansing, MI 48909

Dear Ms. Ramsdell;

This letter is to serve as verification that the ACME EMS Academy owns all of the required training equipment as listed in the Education Program Approval Process packet.

We have enough equipment for a class size of 15. If a class enrolls more than 15 students, a skill rotation lesson plan will be developed and available for your review.

The ability to borrow and share equipment with other EMS training programs in our area is another option and those agreements will be developed as needed and available for your review.

Thank you for your consideration of this statement.

Sincerely,

Joe Acme, EMT-P, IC
Acme EMS Academy

SAMPLE

DECLARATION OF FINANCIAL SUPPORT

Date

To Whom It May Concern:

As the program sponsor of EMS education programs we recognize the need to ensure financial support. Through various funding mechanisms, (name of sponsor) assures that we are able to and will maintain the financial support necessary for completion of the course(s) listed below.

Course Name	Start Date	End Date
MFR	00/00/00	00/00/00
EMT-Basic	00/00/00	00/00/00
EMT-S	00/00/00	00/00/00
EMT-P	00/00/00	00/00/00

In the event of default on the part of the Instructor/Coordinator, clinical facilities, or other integral components of the course(s), (name of sponsor) assures that the course(s) will continue and be completed in a timely manner in accordance with MDCIS requirements.

If you have any questions or concerns, please contact me at (900) 555-5555

Sincerely

Signature

Name
Chief Financial Officer
Education Program Sponsor

SAMPLE
Letter on Learning Resource Availability

*Acme EMS Academy
2000 Nowhere Ave.
Acme, MI*

Rae Ramsdell
Michigan Department of Consumer
& Industry Services
Bureau of Health Services
611 W. Ottawa, P.O. Box 30670
Lansing, MI 48909

Please let it be known, that the Acme EMS Academy will provide learning resources to all of its students and the faculty. The Academy understands the criteria as outlined in the EMS Education Program Approval packet and welcomes the opportunity for you or the Regional Coordinator to review.

We have a small library containing various EMS texts and other books that provide reference for anatomy and physiology, medical-legal, EMS Operations, Medical Control, Infection Control and many others.

Our students receive assignments that send them to the local community college library for reference use and they are welcome to visit the hospital library.

We have several computer interactive learning programs available to the students by appointment.

Several of our faculty are in the process of developing study and evaluation tools on our computers for the students.

Please do not hesitate to contact me with any questions about our learning resource availability. Again, we welcome your review.

Sincerely,

Joe Acme, EMT-P, IC
Acme EMS Academy Director

SAMPLE HOSPITAL/EMS AGENCY AGREEMENT

CLINICAL AGREEMENT

This agreement made this first day _____. By and between *name of the teaching organization (agency)* and *name of the hospital* _____. A Michigan nonprofit corporation at _____ *Address of hospital* (The "hospital") is intended to set forth the working relationships between _____ (Agency) _____ And the hospital relating to clinical experience for emergency medical technicians.

INTRODUCTION

Clinical experience is an integral part of an education program for Basic Emergency Medical Technician.

The hospital possesses certain facilities, equipment, services and personnel ("services") conducive to the obtaining of these skills and is willing to grant students access to and use of such services for the purposes of their education.

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

1. Scope of Services

1.1 (Agency) agrees during the term of this agreement to:

- a. Schedule student and their respective clinical experiences at times agreed upon by (agency) and the hospital. A copy of the schedule will be supplied to the hospital in advance of each students participation.
- b. Appoint a representative for clinical coordination ("Clinical Coordinator") who shall be a licensed Paramedic and who shall coordinate all aspects of this agreement with the designated hospital representative.
- c. Orient the hospital representative to the objectives of the program and the teaching methods employed.
- d. Review and select qualified students for the participation in the program.
- e. Require evidence of an annual chest x-ray or tuberculosis skin test, rubella vaccination or evidence of rubella titer 1:8 or above, and Heptavac B vaccination of students in direct contact with patients. Faculty and students must comply with attached student immunization requirements.
- f. Cause the students participating in the program to abide by applicable rules and regulations set by the hospital and to report to the hospital representative in charge while on the hospital premises.
- g. Provide professional liability insurance and general liability insurance in the amount of one million dollars per occurrence with an aggregate of three million dollars.
- h. Students must be trained in OSHA blood borne pathogen before clinical experience.

1.2 The hospital agrees during the terms of this agreement to:

- a. Permit students access to and use of its services in accordance with the instructional plan established by (agency) and the hospital.
- b. Appoint a representative ("hospital representative") who will coordinate the use of hospital services by the students.
- c. Provide access to the cafeteria for students who shall pay for their own meals.
- d. Provide emergency medical care consistent with hospital policies to students in the program should such care become necessary while students and faculty are on hospital premises. The recipients of such care are solely responsible for payment for services rendered.
- e. Provide access to and use of various sources of information for educational purposes, including but not limited to, nursing station references, pertinent procedures and policy manuals, standard clinical references such as medical dictionaries and information on

diagnostic tests, drugs, etc. And use of the library and audio equipment as may be available.

- f. Upon request, hospital will furnish a copy of pertinent hospital rules, to clinical coordinator and regulations.
2. Policies and Procedures (agency) will comply with the hospital's policies, rules, regulations and procedures related to patient safety, including but not limited to appropriate health requirements, infection control procedures and general safety requirements.
3. Limitations on Clinical Access. The hospital reserves the right to restrict any and all student activity when, in the sole direction of the hospital representative, the welfare of any patient so required such restriction. The hospital, in consultation with the clinical coordinator, further reserves the right to refuse access to its clinical areas to any student who fails to conform with pertinent hospital rules and regulations.
4. Liability Insurance (agency) and the hospital shall procure and maintain such policies of comprehensive general liability insurance, professional liability and other insurance, as shall be deemed necessary to insure their officers, students, agents, and employees against any claim or claim for damages of any kind occasioned directly or indirectly by the terms of this agreement. Upon request, each party agrees to provide the other with certificates evidencing the foregoing insurance coverage.
5. Indemnification (agency) shall indemnify and save harmless the hospital from and against liability for personal injury, death, or property damage caused directly or indirectly by any act or omission by the hospital or its employees, agents, or representatives pursuant to this Agreement.
6. Terms of agreement. The terms of this agreement shall be for twelve (12) months commencing as of , and shall continue until terminated: (I) by notice to the other, in the event that the other party upon sixty (60) days prior written notice to the other, in the event that the other party fails or refuses to perform any of its duties and responsibilities under this agreement.
7. Assignment. Neither this agreement, nor any interest created hereby, may be assigned by either party without the express written consent of the other party.
8. Third parties. This agreement shall be enforceable only by the parties hereto and their successors in interest by virtue of an assignment which is not prohibited under the terms of this agreement and not other person shall have the right to enforce any of the provisions contained herein.
9. Amendments. This agreement may be amended at any time by mutual agreement of the parties hereto, provided that before any amendment shall be operative or valid, it shall be reduced to writing and signed by both parties. Such amendments or modifications shall be attached hereto and become part of this agreement.
10. Complete agreement. This agreement executed by the contracting parties contains the entire understanding may not be modified except in writing signed by the parties.
11. Severability. If any provision of this agreement is found to be unenforceable or illegal, the remaining part of the agreement shall remain in effect and be enforceable.

By:
Its:

By:
Its:

SAMPLE Clinical Contract

Agreement Between

and

This Agreement is entered into between _____, henceforth know as the *agency*, and _____ henceforth known as the *clinical facility*, on _____ date _____, know as the effective date.

The purpose of this Agreement is to set forth the terms and conditions under which the *agency* and the *clinical facility* (collectively, the "Parties") will engage in a program for the clinical education of *agency* EMS students enrolled in the *agency* EMS education programs.

Responsibilities/Rights of the *clinical facility*:

1. To provide clinical experiences for the students of the *agency* in specific areas identified at the time of student placement. For the purpose of this Agreement, the placement is defined as *clinical facility location*.
2. To provide the clinical experience and assume the following responsibilities:
 - a. To assist the *agency* in supervising the students while on site at the *clinical facility*. (NOTE: Ultimate supervision of the students is the responsibility of the *agency*).
 - b. To cooperate with *the agency* in the planning of the student's education experience so that the experience may be appropriate in light of *the agency's* education plan.
 - c. To make available information for educational purposes, such as policies, procedures and clinical reference material available at the *clinical facility*.
 - d. Be aware that each student is responsible for the costs of any medical care for any illness or injury that might be sustained while the student is participating in this experience at the *clinical facility*.
3. To terminate a student from continuing his/her clinical experience at *the clinical facility* at their discretion at any time.

Responsibilities/Rights of the *agency*:

1. To advise students and instructors, and enforce compliance with, all existing policies, rules and regulations the *clinical facility* including, but not limited to the confidentiality of patient and *clinical facility* records and information.
2. To assign students with preparation in the foundation of the Emergency Medical Services Program and to provide evidence of competency in the skills of this program.
3. Appoint a representative for clinical coordination ("Clinical Coordinator") who shall coordinate all aspects of the Agreement with the designated *clinical facility* representative.
4. To provide evidence of an annual chest x-ray or negative tuberculosis skin test, and rubella vaccination or evidence of rubella titer 1:8 or above, from each student and instructor.
5. To provide the *clinical facility* documentation that each student and instructor has been offered, and have either received or declined, hepatitis B vaccine before participating in this Program.
6. To provide pre-clinical instruction to each student in accordance with standards mutually agreeable to both parties, including all MIOSHA required training, which includes but is not limited to blood borne pathogens, prior to the educational experience and to present for clinical experience at the *clinical facility* only those students who have satisfactorily completed the pre-clinical instructional program.
7. To have full responsibility for the conduct of any student, instructor disciplinary proceedings and conduct the same in accordance with all applicable statutes, rules, regulations and case law.

8. To maintain general public liability and professional liability coverage for its instructors and students with minimum limits of liability of One Million Dollars (\$1,000,000) per incident and shall furnish the *clinical facility* appropriate certificates of insurance evidencing such continuous current coverage before the beginning of the clinical experience.
9. To indemnify and hold harmless the *clinical facility*, its employees, and agents, from all claims, liability or damages, including reasonable attorney's fees, which the *clinical facility* or its employees or agents may incur as a result of claims or costs of judgments against any of them arising out of acts or omissions of the *agency's* instructors, staff or students while in the performance of their responsibilities under their Agreement.
10. To indemnify and hold harmless the *clinical facility*, its employees and agents from all claims, liability or damages, including reasonable attorney's fees, which the *clinical facility* or its employees or agents may incur as a result of claims or costs of judgments against any of them regarding injuries to the *agency's* students arising out of their participation in the classes described under this Agreement.
11. The *agency* shall maintain all educational records and reports relating to the educational experience completed by individual students at the *clinical facility*, and the *clinical facility* shall have no responsibility regarding the same. The *clinical facility* shall refer all requests for information of such records to the *agency*. The *agency* agrees to comply with all applicable statutes and regulatory requirements respecting the maintenance of and release of information from such records.
12. The *agency* shall certify that each student has provided it with evidence that the student has passed a physical examination prior to beginning education experience and shall certify that such evidence indicated at the time of the physical examination the student was free from contagious diseases as could be ascertained by such examination.
13. The *agency* shall have full responsibility for the conduct of any disciplinary proceedings concerning any student, however, the *clinical facility*, at its sole discretion, may deny the educational experience to any individual.
14. The *agency* agrees, and shall obtain from each student and furnish to the *clinical facility* a written agreement of each student acknowledging, as a condition of being able to participate in the educational experience, that the Student:
 - a. shall comply with all the *clinical facility* rules, regulations, policies and procedures;
 - b. shall comply with all directives of the *clinical facility* regarding conduct;
 - c. shall refrain from touching in any way any patient except at the patient's consent and with the *clinical facility* personnel's authorization;
 - d. shall not be considered an employee of the *clinical facility* for the purpose of this agreement;
 - e. shall not disclose information without written authorization by the *clinical facility* regarding any patient's care, including the identity of the patient or the services performed for that patient; and
 - f. shall upon request leave an area of the *clinical facility*.

Major Responsibilities of the *agency* students, under the direction of the *agency*:

1. To adhere to existing policies and procedures of the *clinical facility*.
2. To report for clinical experiences as assigned or call to report absences.
3. To respect the patients right to confidentiality.
4. The *agency* will notify students of 1-3 above.

SAMPLE EDUCATIONAL AFFILIATION AGREEMENT

This Education Affiliation Agreement ("Agreement") is entered into this _____ day of _____, 19____, by and between * and _____ located at _____, hereinafter called _____.

The parties wish and intend by this Agreement to set forth the terms and conditions of engaging in a program for the clinical education at * of students enrolled in _____ School for training.

TERMS

I. **EDUCATIONAL PROGRAM** _____ shall, in consultation with representatives of *, plan and administer the educational program for its students at _____, and shall assume the following responsibilities:

A. **Overall Educational Plan:** _____ shall provide * with its overall plan for use of clinical facilities at least three months prior to the commencement of the academic year. The plan shall include details of _____'s educational program at * including the objectives, and approximate number of students for each term, dates, times, and levels of each student's academic preparation. _____ shall modify its educational program as necessary to accommodate the requirements of _____.

B. **Student Names:** _____, will provide names of students as soon as possible after registration for each semester, but in no event later than one week before the beginning of the clinical experience program at *.

C. **Preclinical Training:** _____ agrees to provide adequate preclinical instruction to each student, in accordance with standards mutually agreeable to * and _____, and to present for clinical experience at * only those students who have satisfactorily completed the preclinical instructional program.

D. **Compliance with * Policies:** _____ shall instruct all of its students assigned to * with regard to and shall monitor compliance with all rules, regulations and policies and procedures of *, including but not limited to those relating to the confidentiality of patient and *, records and information, and to the responsibility and authority of the medical, nursing, and administrative staff of * over patient care and * administration and the * Student Policy, a copy of which is attached as **Exhibit A**. _____ shall instruct all of its students that * identification badges must be worn at all time students are participating in * educational activities.

E. **Educational Records:** _____ shall maintain all educational records and reports relating to the educational program completed by individual students at *, and * shall have no responsibility respecting the same. * shall refer all requests for information respecting such records to _____ and _____ agrees to comply with all applicable statutes, rules and regulations respecting the maintenance of and release of information from such records.

F. **Student Health Status:** Subject to the requirements of the Americans with Disabilities Act, _____ shall certify that each student has provided it with evidence that the student has passed a physical examination of a scope within time periods satisfactory to * and shall certify that such evidence indicated that at the time of the physical examination, the student was free from contagious diseases as could be ascertained by such examination. _____ shall furnish * with written evidence that each student presenting for participation in the clinical experience had undergone HBV vaccination, or that such student has been informed of and advised to be so vaccinated, but has refused.

G. Student Discipline: _____ shall have full responsibility for the conduct of any student disciplinary proceedings and shall conduct the same in accordance with all applicable statutes, rules, regulations and case law.

H. Declined Students: No provision of this Agreement shall prevent * from refusing to accept any student who has previously been discharged for cause as an employee of *, who has been removed from or relieved of responsibilities for cause by *, or who would not be eligible to be employed by *. * shall in writing of its refusal to accept student for clinical experience at *. * may submit a written request to _____ for the withdrawal of any student from the program after the commencement of the student's clinical experience at *. * may submit a written request to _____ for the withdrawal of any student from the program after the commencement of the students clinical experience at * for a reasonable cause related to the need for maintaining an acceptable standard of patient care, and _____ shall immediately comply with such request. The written request from * shall set forth the basis for removal.

II. PATIENT CARE PROGRAM * shall plan and administer all aspects of patient care at * and shall assume the following responsibilities:

A. Supervision of Patient Care: * shall provide qualified supervision of all patient care activities. * supervisory personnel may, in an emergency, or in certain cases based upon applicable standards of patient care, temporarily relieve a student from a specific assignment or require that such student leave a vehicle, accident scene or * Division pending a final determination of the future status of the student by the parties.

B: Staff Time: * shall provide staff time for the following purposes:

- (I) Orientation of _____ faculty to * physical plant and its operational policies, procedures, rules, and regulations;
- (ii) Planning, in conjunction with _____ faculty, students' clinical field work experiences at *; and
- (iii) Conferences and consultations with students concerning the students' carrying out of their clinical field work experiences at *.

C. Implementing the Student Experience: * shall cooperate with _____ in the planning and conduct of the students' clinical experience, to the end that the students' clinical experience may be appropriate in light of _____ educational objectives.

D. Non-teaching Patients: No provision of the Agreement shall prevent any patient from requesting not to be a teaching patient or prevent any member of * clinical staff from designating any patient as a non-teaching patient.

E. Amenities: * shall make available the use of its cafeteria, conference rooms, dressing rooms and library as available and as required by the educational program and without charge except for food consumed by the students.

F. Student Health Care: Students may use the emergency and outpatient services of _____ for medical care of themselves while they are participating in the educational program at the cost customarily charged to the general public for such services.

III. GENERAL PROVISION, The parties mutually acknowledge and agree as follows:

A. Indemnification:

1. _____ agrees to indemnify, defend and hold *, its directors, officers and employees harmless from and against any claims, liabilities, losses, costs or expenses of any kind or nature arising out of the actions or omissions of _____, its faculty or its students in connection with the clinical experience provided for in the Agreement.

2. * agrees to indemnify, defend and hold _____ its directors/trustees, officers and employees harmless from and against any claims, liabilities, losses, costs or expenses of any kind of nature arising out of the actions or omissions of *, its directors, officers, or employees.

3. If a court or administrative tribunal of competent jurisdiction determines that _____ is constitutionally or statutorily prohibited from complying with its obligations under subparagraph (2) of this paragraph, then:

- (I) both subparagraphs (1) and (2) shall be invalid and unenforceable against either _____ or *.
- (ii) the invalidity an unenforceability of subparagraph (1 and (2) shall not invalidate or Render unenforceable the remainder of the Agreement; and
- (iii) the obligations of the parties respecting apportionment of liability shall be governed by common law and statutory theories and principles of indemnity, contribution and equitable restitution.

It is expressly agreed that neither _____ nor * shall assert in any proceeding that _____ shall constitutionally or statutorily prohibited from complying with the indemnification or defense obligations stated in subparagraph (1) of this paragraph.

B. Insurance

1. _____ **Coverage:** Throughout the term of this Agreement, _____ shall maintain in full force and effect comprehensive general liability and professional liability insurance covering _____ its employees and faculty wherever _____ liability may exists. This comprehensive general liability insurance and professional liability insurance shall provide for liability limits of \$_____ per occurrence/claim, \$_____ annual aggregate, respectively, for each type of coverage. If the coverage is on a claims-made basis, _____ or the student, as applicable, shall provide for commercially reasonable tail coverage. All insurance shall be placed with an insurer admitted to do business in Michigan that is acceptable to *. _____ shall furnish * with written evidence of all insurances provided for in this Agreement no later than one week prior to the commencement of the clinical experience each academic year. _____ shall give * at least (10) days' advance written notice of any threatened or actual cancellation, termination or modification of the insurance provided for herein.

2. **Student Coverage:** _____ (or its _____ Program) shall require each assigned to * to keep and maintain in full force and effect a professional liability and personal liability insurance policy. _____ (or its _____ Program) shall ascertain that each student assigned to * has complied with this requirement, and shall furnish evidence of such compliance to * upon request.

C. **Legal Compliance:** Each party shall be separately responsible for compliance with all laws, including anti-discrimination laws, which may be applicable to their respective activities under this program.

D. **No Employment Relationship:** Students of _____ shall not be deemed to be employees of * for purposes of compensation, fringe be3nefits, workers compensation, unemployment compensation, minimum wage laws, income tax withholding, social security or any other purpose, because of their participation in the educational program. Each student is placed with * to receive clinical experience as a part of his or her academic curriculum; those duties performed by a student are not performed as an employee, but in fulfillment of these academic requirements and are performed under supervision.

At no time shall students replace or substitute for any employee of *. This provision shall not be deemed to prohibit the employment of any such student by * under a separate employment agreement. _____ shall notify each student of the content of this paragraph.

E. **No Monetary Consideration:** There shall be no monetary consideration paid by either party to the other, it being acknowledged that the program provided hereunder is mutually beneficial. The parties shall cooperate in administering this program in a manner which will tend to maximize the mutual benefits provided to _____ and *.

F. No Third-Party Benefits: This Agreement is intended solely for the mutual benefit of the parties hereto, and there is no intention, express or otherwise, to create any rights or interest for any party or person other than * and _____; without limiting the generality of the foregoing, no rights are intended to be created for any patient, student, parent or guardian of any student, employer or prospective employer of any student.

G. Independent Contractor In the performance of their respective duties and obligations under this Agreement, each party is an independent contractor, and neither is the agent, employee or servant of the other, and each is responsible only for its own conduct.

H. Entire Agreement This Agreement constitutes the entire agreement between the parties, and all prior discussion, agreements and understandings, whether verbal or in writing, are hereby merged into this Agreement.

I. Amendments to Agreement No amendment or modification to this Agreement, including any amendment or modification to this paragraph, shall be effective unless the same is in writing and signed by the party to be charged.

J. Term of Agreement This agreement shall become effective as of _____ and shall continue thereafter until terminated by either party upon forty-five (45) days' written notice of termination with or without cause.

K. Notice Any notice under this Agreement shall be directed to:

*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written

Witness

Signature & title

* Insert name applicable facility/service

SAMPLE

Clinical Attendance Verification and Assignment

Student Name _____

Clinical Facility/EMS Agency _____

Date _____ Time In _____ Time Out _____

Clinical Facility Staff Signature _____

Clinical Objective:

(The EMS instructor or student **inserts an objective here** related to the expected outcome of the student having completed the clinical assignment.)

Student Assignment:

Please describe the activities of this clinical assignment. Please detail how these activities helped you to meet the above objective(s).

SAMPLE STUDENT CLINICAL EVALUATION FORM

While attending the clinical facility, the following skills will be observed or performed:

Potential Skills:	Performed	Observed
Adult Assessment		
Pediatric Assessment		
Airway (OPA, NPA, Combitube)		
Vital Signs		
Bandaging		
Splinting		
CPR		
Spinal Immobilization		
Radio Communications		
Documentation		

Comments:

Date _____ Time In _____ Time Out _____

Student Signature _____

Staff Signature _____

SAMPLE CLINICAL ORIENTATION CHECKLIST

CLINICAL ORIENTATION CHECKLIST SAFETY ORIENTATION

(To be completed by instructor and kept in student record)

- | | | |
|----|---|-----------------------|
| A. | Policies and Procedures | Instructor's Initials |
| | 1. Blood borne Pathogen Exposure Control Plan | |
| | a. Overview of policies and procedures | |
| | b. Review control plan | |
| | c. Site specific plan including cleaning schedule | |
| | 2. Respiratory Protection Plan and Exposure Control Plan-TB | |
| | a. Baseline education on TB | |
| | b. Site specific plan | |
| | c. Mask fitting | |
| | d. Overview of policies and procedures | |
| | 3. Right to Know | |
| | a. MSDS | |
| | b. Hazard communication | |
| | c. Hazmat | |
| | d. Safe medical devices - patient care area | |
| B. | Health and Fitness | |
| | 1. Physical - Hep B, TB test, medical evaluation form | |
| | 2. Fit for duty | |
| | 3. Pre-employment drug and ETOH testing | |
| C. | Safety Review | |
| | 1. Safety concerns | |
| | 2. PPE and Masks | |
| | 3. Student employee injury reporting | |
| | 4. Student employee exposure reporting | |
| | 5. Signage and where site OSHA information available | |

SAMPLE Clinical Objectives for Basic EMT Program:

**All EMS students will visit the Hospital Emergency Department for two 8 hour shifts.
The following objectives will be met during these visits.**

First 8 hour shift:

During the clinical visit to the hospital emergency department, the EMT student will:

1. Observe the communication between the EMS personnel and the ED staff via the radio and upon their entry with a patient to the emergency department.
2. Observe the professionalism of the EMS personnel when communicating with the ED staff and the patient upon entering the ED and the transfer of the patient's care.
3. Observe and participate in the transfer of the patient from the ambulance stretcher to the ED cot.
4. Observe the areas utilized by EMS personnel for delivery of patients, cleaning equipment, report writing, etc.
5. Observe and discuss with the EMS personnel their documentation of pre-hospital care.
6. Observe and participate in the patient assessment done in the emergency department.
7. Observe and participate in the collection of emergency patient vital signs.
8. Observe emergency care provided in the emergency department.

Second 8 hour shift:

During the clinical visit to the hospital emergency department, the EMT student will:

1. All of the objectives listed above.
2. Participate in the transfer of patients to other units of the hospital.
3. Be responsible for frequent vitals signs on one or more patients and the reporting of those to the staff.
4. Observe and participate in the emergency care provided to patients in the emergency department such as bandaging, stabilization of limbs during suturing/splinting/casting, cervical spine immobilization, basic airway management.
5. Stay in attendance of patient during radiological procedures.

SAMPLE CLINICAL OBJECTIVES
for
Emergency Departments, Cardiac Care Unit, etc.

The Clinical rotation in the ED is designed to provide the Paramedic Student, under the direct supervision of a qualified preceptor, an opportunity to gain valuable practical and/or observational experience in the following areas:

1. Performing Physical Assessments.

- a. obtaining, recording, and monitoring vital signs (b/p, pulse, and resp.)
- b. obtaining clinical history
- c. auscultation of lung and heart sounds
- d. neurologic, cardiovascular, and respiratory systems evaluation
- e. other pertinent body system evaluations (such as urinary output, etc.)

2. Respiratory Therapy and Airway Care

- a. oxygen administration
- b. assisting respirations manually
- c. endotracheal and nasotracheal intubation
- d. endotracheal tube care
- e. suctioning techniques (nasal, oral, and endotracheal)
- f. care of ventilator patients
- g. interpretation of blood analysis
- h. using pulse oximetry and interpreting readings

3. Use of Cardiac Monitoring and Defibrillator Systems

- a. application of cardiac monitor
- b. changing lead configurations
- c. interpretation and management of cardiac dysrhythmias
- d. performing manual defibrillation
- e. performing synchronized cardioversion
- f. application of transcutaneous cardiac pacemaker
- g. observation of insertion of transvenous cardiac pacemaker

4. Preparation and Administration of Medications

- a. oral route
- b. intramuscular route
- c. subcutaneous route
- d. intravenous route

5. Fluid therapy and Hemodynamic Monitoring

- a. starting, maintaining, and discontinuing peripheral IV's
- b. using mechanical IV pumps
- c. observation of insertion, monitoring, and discontinuance of CVP and Arterial lines
- d. interpretation of CVP and Arterial line measurements

6. Phlebotomy

- a. drawing blood samples via venous access
- b. observation of drawing blood samples via arterial access

7. Emergency Resuscitation

- a. charting patient care

- b. performing advanced cardiac life support procedures (AHA guidelines)
- c. use of the “crash cart” system

8. Documentation

- a. charting patient care
- b. measuring and charting intake and output
- c. charting medication administration
- d. charting hemodynamic measurements

9. Other

- a. practice interpersonal relationship skills with patients, family, and other members of the health care team.
- b. using universal precautions and various types of isolation techniques
- c. interpretation of x-rays, CT scans, angiography, and other diagnostic tests
- d. assist in hemorrhage control, splinting, bandaging, and suturing of wounds
- e. observe and/or assist in the insertion of chest tubes
- f. observe and/or assist in the insertion of nasogastric tubes

SAMPLE HEALTH & SAFETY POLICIES

Health/Vaccination Requirements

Prior to beginning the EMS training program, the student must receive and show proof to the Academy's Clinical Coordinator:

Hepatitis B Vaccine series

Standard Immunizations:

- a. **Tetanus and Diphtheria Toxoids**
- b. **Measles Vaccine***
- c. **Mumps Vaccine***
- d. **Rubella Vaccine****
- e. **Poliovirus Vaccine**
- f. **Varicella Vaccine****

*Born since 1956 must have documentation of two doses on or after 1st birthday or proof of seropositivity

**Must have documentation of vaccination on or after 1st birthday or proof of seropositivity

TB Testing

The student will receive TB testing or chest x-ray from an approved Public Health source and provide proof of testing every year they are enrolled in the EMS program.

Student Health

Students are not to attend a clinical site if they are ill and at risk to spreading a contagious illness. If more than one clinical assignment is missed, a doctor's examination and proof of release will be necessary. If any questions regarding health issues arise, contact the Academy's Clinical Coordinator.

Student Infectious Exposure

As explained in the Clinical Orientation Program, any student who believes they have received an exposure to an infectious agent should contact their clinical supervisor, their instructor, or the Clinical Coordinator immediately. The documentation of the exposure will be completed on the Exposure Reporting Form. The supervising instructor will assist the student through the process of reporting and follow-up evaluation as needed.

Students who are exposed to tuberculosis through patient contact, shall receive a baseline TB test and re-test in 3 months, or as otherwise recommended by physician.

Classroom/Clinical Program Safety

Students must attend the Clinical Orientation Program before participating in any clinical assignment.

Students shall be supervised in all classroom and clinical areas. The student is responsible to determine when they should not participate in an activity that they believe to be a risk to their health or safety.

Students will participate in the classroom acting as patients and rescuers. Students must understand they will be in close contact with others so cleanliness and good personal hygiene is expected. The instructor reserves the right to dismiss the student from that class for lack of either.

Lifting/Carrying: No student shall be moved on a backboard unless three straps are in place. The instructor shall monitor this process and other students must be available to assist as needed. Students will not be carried out of the classroom without specific permission and supervision from the instructor.

Universal Precautions will be utilized in all classroom and clinical areas as indicated. Students will not be allowed to start IVs or administer medications to each other.

Electrical devices will only be used with the close supervision of the instructor.

SAMPLE INFECTIOUS EXPOSURE POLICY AND REPORT

EMS Program Infection Control Policy and Procedure

Any information obtained or exchanged regarding communicable disease exposures must be handled with strict confidentiality.

- I. This policy and procedure will be utilized for students, faculty, and ancillary personnel in the practical lab classroom and in all clinical observation/participation settings.
- II. **Universal Precautions and Body Substance Isolation (BSI) Policy**
 - A. **Purpose:** To prevent the transmission of all bloodborne pathogens that are spread by blood, tears, sweat, saliva, sputum, gastric secretions, urine, feces, CSF, amniotic fluid, semen and breast milk.
 - B. **Rational:** Since medical history and examination cannot reliably identify all patients infected with HIV, or other bloodborne pathogens, blood and body fluid precautions shall be consistently used for **all** patients. This approach, previously recommended by the CDC, shall be used in the care of **all** patients. This is especially important in the emergency care settings in which the risk of blood or body fluids exposure is increased and the infection status of the patient is usually unknown.
 1. Universal Precautions/BSI shall be done for **every** patient if contact with their blood or body fluid is possible, regardless of whether a diagnosis is known or not. This includes but is not limited to starting IVS, intubation, suctioning, caring for trauma patients, or assisting with OB/GYN emergencies.
 - C. **Procedures:**
 1. **Handwashing** shall be done before and after contact with patients regardless of whether or not gloves were used. Hands contaminated with blood or body fluids shall be washed as soon as possible after the incident.
 2. Non-sterile **disposable gloves** shall be worn if contact with blood or body fluids may occur. Gloves shall be changed in-between patients and not used repeatedly.
 3. **Outerwear** (Example: Gown, Tyvek suit, turn-out gear) shall be worn if soiling of clothing with blood or body fluids may occur. The protection shall be impervious to blood or body fluids particularly in the chest and arm areas.
 4. **Face Protection** (including eye protection) shall be worn if aerosolization of blood or body fluids may occur (examples of when to wear include: suctioning, insertion of endotracheal tubes, patient who is coughing excessively and certain invasive procedures).
 5. **Mouth-to-Mouth** resuscitation: CDC recommends that EMS personnel refrain from having direct contact with patients whenever possible, and that adjunctive aids be carried and utilized. These adjunctive aids include pocket masks, face shields or use of BVM.
 6. **Contaminated Articles:** Bag all **non-disposable** articles soiled with blood or body fluids. Wear gloves when handling soiled articles. Bloody or soiled non-disposable articles shall be decontaminated prior to being placed back into service. Refer to manufacturer's recommendations for proper cleaning and disinfecting. The items that are not disposable shall be **sterilized** prior to reusing. For example: laryngoscope blades, OPAs, NPAs, Bag-valve-mask units, Magill Forceps, etc. Bloody or soiled **disposable** equipment shall be carefully bagged and discarded.
 7. **Linens** soiled with blood or body fluids shall be placed in appropriately marked container. Gloves shall be worn when handling soiled linens.
 8. **Needles and syringes** shall be disposed of in a rigid, puncture-resistant container.
 9. **Blood spills** shall be cleaned up promptly with a solution of 5.25% sodium hypochlorite (household bleach), diluted 1:10 with water or other FDA approved disinfectant. Wear gloves when cleaning up such spills.
 10. **Routine cleaning** of equipment shall be done following manufacturer's guidelines and CDC recommendations.
 - D. **Respiratory Isolation**
 1. In the event of a suspected or confirmed TB patient, an N95 or HEPA mask must be worn, in accordance with MIOSHA regulations.

2. Decontamination of equipment after exposure to a patient with a known or suspect respiratory route of transmission shall be carried out following manufacturer's recommendations and CDC guidelines.

III. EMS Program Responsibilities

- A. The EMS Program will be responsible for assuring that students/personnel are familiar with infection control policy and procedures, epidemiology, modes of transmission and means of preventing transmission of communicable disease per CDC guidelines and MIOSHA regulations.
- B. The EMS Program will assure that students/personnel are supplied with the appropriate personal protective equipment.
- C. The EMS program will provide documentation that the student/personnel has received adequate immunizations per CDC Immunization Guidelines for Health Care Workers, or per local Community Health system policy.

IV. Student/Personnel Exposure to a Communicable Disease

A. Definition of a Reportable Exposure

1. Contaminated Needle or sharp instrument puncture
2. Blood/body fluid splash into mucous membrane including mouth, nose, and eye
3. Blood/body fluid splash into non-intact skin area

B. Student/Personnel Post Exposure Procedure

1. If skin is punctured with a contaminated needle or sharp instrument or experience a blood/body fluid splash, wash the substance off immediately.
2. Fill out an incident report of injury and notify your supervisor in the clinical or classroom setting. Supervisor shall ensure that the MDCH Request for HIV/HBV Testing Form is completed by the exposed student/personnel and forwarded immediately with notification to the EMS Program Director, or their designee.
3. The EMS Program Director, or their designee will contact the appropriate hospital designee and provide additional follow-up as it is necessary to obtain source testing if necessary.

C. EMS Program Responsibilities upon Notification of a Potential Exposure to Infectious Disease

1. Verify exposure has occurred with involved student/personnel.
2. Contact appropriate hospital designee to request source testing be done.
3. Notify the hospital Infection Control Nurse of source testing request and forward the MDCH Request for HIV/HBV form to that office.
4. Upon obtaining notification of possible exposure to student/personnel, will assist the hospital in notifying the appropriate personal physician of the involved student/personnel regarding the need for follow up related to the discovery of a communicable disease.

D. Hospitals' Responsibilities

1. Each contracted hospital will designate an infection control practitioner(s) to serve as liaison(s) with the staff of the EMS Program for the purpose of communicating information about infectious patients or potential exposures.
2. Hospitals, upon learning that any patient has an infectious or communicable disease, will check the patient chart to determine if any EMS Program students/personnel were involved with the patient prior to hospitalization. When determined that a student/personnel may have had contact with the patient, the designated individual will notify the EMS Program Director for further follow-up and complete the required MDCH forms.
3. Hospitals, when requested to do so, will obtain lab tests and results on source patients when exposure to a student/personnel has occurred.
 - a. Hospitals will report the results of testing on the "MDCH Request for HIV/HBV Testing Form" and return to the address indicated on the form.
4. Hospitals will notify students/personnel at the time patient care is to be provided, if any infection potential exists with the patient and the precautions necessary.

F. Follow-up Care/Counseling

1. Follow-up care and counseling of exposed student/personnel shall be the responsibility of the person's private physician or occupation health physician if contracted, and shall be carried out without delay upon notification of exposure.

SAMPLE

**PRE-HOSPITAL PROVIDER REQUEST FORM
FOR HIV/HEPATITIS TESTING OF EMERGENCY PATIENT**
In accordance with Michigan Public Act 419 of 1994

I. To Be Completed by Exposed Individual (Please Print)

Name of Exposed Person: _____

Job Classification: _____

Home Address: _____

City/State/ZipCode _____

Home Phone Number: _____

Employer/EMS Program: _____

Employer/EMS Program Contact:

Name: _____

Address: _____

Phone: _____

Time/Date of Exposure: _____

Patient ID #: _____

Route of Exposure:

Contaminated Sharp/Needlestick

Non-Intact Skin (Open Wound)

Mucous Membrane (Splash)

Other: _____

Detailed Description of Exposure: _____

Personal Protective Equipment Used When Exposed: (Check all that apply)

Gloves

Gown

Eye Protection

Face Mask

Turnout Gear

None

Other: _____

Exposure information provided by:

Signature of Person Providing Information

Date

III. To Be Completed by Health Facility

Source Patient was tested for: HIV Hepatitis B

Test Results:

HIV: ELISA Positive Negative
 Western Blot: Positive Negative Indeterminate

Hepatitis B: HBsAg Positive Negative

Source Patient was NOT tested: (Check all reasons below that apply)

- Patient expired before test(s) could be performed.
- Patient refused testing/to have blood drawn.
- Patient was released from health facility before testing could be done.
- Patient did not present to this facility for care.

Signature of Person Providing Test Results

Title of Person Providing Test Results

Date Lab Results were completed: _____

Date Lab Results were mailed: _____

Lab Results were mailed to: _____

Notes/Comments:

SAMPLE CLINICAL INSTRUCTOR CONTRACT

Sub-Contractual Agreement
between
Name of Sponsor
(hereinafter referred to as the Sponsor)
and
Name of Clinical Instructor
(hereinafter referred to as the Clinical Instructor)

I. PURPOSE

To provide clinical instruction and supervision in the Basic EMT program at
 (location) , from (beginning date) to (ending date) .

II. AGREEMENT AMOUNT

The Sponsor, subject to the terms of this agreement, shall provide payment of
\$ per hour, up to a maximum of hours, for a total not to exceed \$.

III. RESPONSIBILITIES - CLINICAL INSTRUCTOR

- A. The Clinical Instructor shall serve as faculty for the Basic EMT program, providing clinical instruction and supervision as assigned by the course coordinator.
- B. The Clinical Instructor shall be on time and prepared for all assignments.
- C. The Clinical Instructor shall abide by all policies of the Sponsor pertaining to faculty and to clinical sites.
- D. The Clinical Instructor shall document student attendance at clinical and student completion of clinical objectives on forms provided by the Sponsor.

IV. RESPONSIBILITIES - CONTRACTOR

- A. The Contractor shall provide student assignments and clinical objectives to the Clinical Instructor on a timely basis.
- B. The Contractor shall provide payment in accordance with this agreement, based on completion of assignment(s) as certified by the course coordinator.

V. ASSURANCES

- A. In compliance with Title VI of the Civil Rights Act of 1964 and the Regulations of the U.S. Department of Health and Human Services issued thereunder, and Section 504 of the Rehabilitation Act of 1973, and the Rules of the Michigan Civil Rights Commission; the Instructor assures that, in carrying out this program no person shall be excluded from participation, denied any benefits, or subjected to discrimination on the basis of race, creed, age, color, national origin or ancestry, religion, sex, or marital status (except where a bonafide occupational qualification exists). This policy of nondiscrimination shall also apply to otherwise qualified handicapped individuals.

SAMPLE BASIC EMT COURSE SYLLABUS

1. **Attendance Policy:** Four (4) absences are allowed. On the fifth absence you are dropped from the class. No exceptions, no excuses, no refunds.
2. **Grades:** You must receive a grade of eighty percent (80%) or higher to pass this class.
 - a. The final grade is determined as follows:
 1. 10% from Case Study scores.
 2. 20% from Quiz scores
 3. 30% from the three (3) Exams
 4. 40% from the Final Written Exam
 - b. You must pass the final written and practical exam to pass the class. Individuals failing either the written or practical exam may re-test one time at the discretion of the instructor, based on overall course performance.
 - c. Case studies not turned in on time will receive a zero (0).
 - d. You must be present in class to take a quiz. Quizzes not taken on time will receive a zero (0).
 - e. If, due to extenuating circumstances, you are not able to be in class on an exam night, you must notify the instructor ahead of time and make other arrangements. If you do not notify the instructor and are absent, your grade for that exam will be a zero (0).
3. **Clinical Time:** Your clinical time will start approximately halfway through the class, at which time it will be explained in detail. In order for your to participate in clinical time (which is a required part of the course) you must have the following:
 - a. Proof of negative TB skin test or negative chest x-ray within one (1) year of the last day of class.
 - b. Proof of Hepatitis B vaccination, or signed declination form.
 - c. Proof of professional liability insurance.

Prior to beginning clinical time and after all of the above requirements are met, each student will receive an identification tag which will be worn during all clinical experiences. Clinical experience must be completed and appropriate documentation given to the instructor prior to the final exam.
4. **Refunds:**
 - a. One-hundred percent (100%) if canceled by the instructor.
 - b. One-hundred percent (100%) if the student drops out of the course before the second meeting (defined as notifying the Programs Coordinator or the course instructor prior to the beginning of the second class). Books may be returned if not written in, otherwise there will be a charge for the cost of those that can't be returned.
 - c. All refund requests must be delivered in writing within forty-eight (48) hours of cancellation to the GTAMCA office or the course instructor.
 - d. No refunds after the beginning of the second class meeting.
5. **Testing:** Tests will be multiple choice, true and false, matching, short answer and essay. There will also be realistic scenario and skill-based practical testing. Note taking is strongly encouraged.
6. **Homework:** Completion of the workbook is mandatory. Case studies and other projects will be assigned periodically.
7. **Required Texts:** Brady Emergency Care, Sixth Edition
Brady Emergency Care, Sixth Edition, Workbook
8. **Dress Code:** Students are required to use proper hygiene and to come to class clean each time. Specific dress requirements exist in the various clinical areas and are addressed specifically in the clinical notebook.

9. **Appeals:** If you feel that you have been treated unfairly in this course you should first discuss the issue with the course instructor-coordinator. If you are still unsatisfied, you may contact the Programs Coordinator, sponsor Manager, sponsor Board of Directors, and the EMS Division of the Michigan Department of Consumer and Industry Services (in that order) until resolution is reached.
10. **Guidance Procedure:** The course instructor-coordinator will be reasonably available to assist those students needing extra help. The instructor will be available one-half hour before and after class to meet with you or you may contact him or her at _____ to set up an appointment.
11. **Class Cancellation:** If, due to weather or other unavoidable circumstances, class must be canceled, it will be broadcast on local area radio stations. Attempts will be made, if at all possible, to reach students by telephone as well.
12. **Health/Safety Policy:** Due to the nature of EMS and close contact with fellow students, faculty, and patients, students are required to take necessary precautions to ensure that the safety and health of all are protected. All students are required to practice universal precautions at all times in the classroom and clinical setting. In addition, proof of negative TB skin testing and Hepatitis Vaccination (or signed declination form) are required. Students who are ill should not attend class or visit a clinical site if there is any danger of transmission of the illness to others.
13. **Fairness in Advertising/Access to Information Policy:** It is the policy of this program sponsor to ensure that all student candidates and students are made aware of how to access information. Information regarding program requirements, tuition and fees, program policies and procedures, and supportive services will be made available to all student candidates and students. In addition, the current curriculum, a statement of course objectives, copies of course outlines, class and clinical schedules, and lesson plans will be on file in the offices of the program sponsor and available to candidates and enrolled students when requested.
14. **Disclosure Policy:** Information on whether a student successfully completed a course will be made available to MDCIS, EMS Division. The program will not release any other information without signed consent of student. EMS program faculty are allowed to share information regarding student's successes.
15. **Miscellaneous:**
 - a. Coffee - the class can chip in for coffee, etc.
 - b. Pagers will be turned off during classroom hours.
 - c. If you leave class to respond to an emergency call, you will be considered absent for that night.

SAMPLE COURSE ANNOUNCEMENT

BASIC EMERGENCY MEDICAL TECHNICIAN TRAINING

WHAT: This Michigan Department of Consumer & Industry Services-approved course, taught by professionals in the emergency care field, will provide fundamental working knowledge for the Basic EMT. Topics covered include: Medico-legal aspects, basic anatomy, patient assessment, basic life support, pre-hospital care of medical emergencies and trauma, extrication, and more. A minimum of 40 hours of clinical observation time is required in addition to the scheduled class time. During clinical experiences students may be exposed to hazardous materials, communicable diseases, lifting and moving, etc. An 8-hour required extrication session is held on a Saturday. Professional liability insurance is required prior to entering clinical areas. Persons successfully completing this course will be eligible for the State licensing exams.

PREREQUISITES:

1. 18 years of age (or be 18 prior to licensing exam)
2. Current CPR certification desirable
3. First Aid or Medical First Responder training desirable
4. Negative TB skin test or chest x-ray with one (1) year of ending date of class
5. Proof of Hepatitis B vaccination or signed declination form

COST:	Tuition	\$365.00
	Fees	85.00
	Books	<u>65.00</u>
	TOTAL	\$515.00

INSTRUCTOR: Name , Title/Licensure

WHERE: Place and Address

WHEN: Days/Times

DATES: Beginning and ending

REGISTRATION: Your application must be received no later than and adequate enrollment must be insured in order to conduct the course. Admission is on a first-come, first-served basis. You may assume you are enrolled in the class unless you are notified to the contrary. Payment is due no later than the first class session.

QUESTIONS: Contact Name , Programs Coordinator at Phone Number

GENERIC COURSE ANNOUNCEMENT

CENTRAL CITY COMMUNITY COLLEGE

SCHOOL OF EMS

Central City Community College will be accepting registrations for its 23rd Emergency Medical Technician-Paramedic program which will be starting on July 1, 1996. CCCC has been providing quality EMS education since 1974. CCCC graduates of the School of EMS score consistently in or above the 90th percentile of students who sit for the state paramedic licensure exam.

PARAMEDIC SKILLS

Students enrolled at CCCC School of EMS EMT-P program will learn and become proficient in these areas:

- ?? Expanded patient care
- ?? Endotracheal intubation and surgical and surgical airway techniques
- ?? IV therapy and IV drug administration
- ?? Cardiac monitoring and external pacing
- ?? Cardiac Defibrillation
- ?? Expanded clinical roles for Paramedics

This program is one year in length starting every July. There will two areas of instruction: didactic and psychomotor (clinical experience). Clinical experiences will begin in the class room and extend to ambulance services, hospitals, and dispatch centers.

After successful completion of the program, the student will be eligible to sit for the state paramedic examination. After receiving licensure, one may be employable by ambulance services, hospitals and insurance companies, etc.

ADMISSION PROCESS

Candidates to the School of EMS must meet with a counselor and submit an application to CCCC. In order to be accepted, all prerequisites must be successfully completed. These prerequisites include ASSET testing, a medical history and physical examination, and all appropriate immunizations.

Call 1-800-555-4EMS for more information about this program

GUIDELINES for GENERAL NON-DISCRIMINATION POLICY

_____ does not discriminate on the basis of race, color, sex, national origin, disability, sexual orientation, religion, or age in its educational programs, activities, admission procedures or employment practices as required by Title VI of the Higher Education Amendments, Title IX of the Civil Rights Act, Section 501 of the Rehabilitation Act and the Americans with Disabilities Act of 1990.

SAMPLE STUDENT APPEAL PROCESS

Students who feel they have been treated unfairly by a faculty member or College employee have the right of appeal. The purpose of this appeal process is to facilitate equitable solutions to student complaints.

I. General Provisions

- A. A complaint is a claim by one or more students that they have been treated unfairly by a faculty member or College employee, or that his/her rights as outlined in the Student Handbook under Policy on Student Rights and Responsibilities have been violated.
- B. All documents, communications, and records dealing with an appeal shall be filed in a Student Appeal file maintained by the Vice president for Student and Instructional Support Services. All records of actions under this procedure shall be held in strict confidence and will be available to the student initialing the appeal or his/her representative, the person against whom the action is filed or his/her representative, the faculty mediator, any resource panel, when convened in this matter the Vice President for Student and Instructional Support Services, and the President of the College.
- C. Hearings and conferences held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all appropriate persons to be present. When such hearings and conferences are held during College hours, employees who are required to attend shall be excused from classes, with no penalty during the time their presence is required.

II. Procedure

- A. In the interest of maintaining harmonious relations, a complaint shall first be discussed by the student, on his/her behalf, with the person or office representative against whom the complaint is alleged, with the object of resolving the matter informally. Either party may be accompanied by another person he/she chooses, when discussing the complaint. The student must inform the person or office representative what the complaint is about prior to the meeting. The student must initiate this informal discussion within ten days after the occurrence of the condition about which he/she is dissatisfied. The informal discussion(s) shall be considered completed ten days after their initiation date.
- B. In the event that the complaint is not resolved through the informal discussion, the matter shall be presented in writing on a form available from the Vice President for Student and Instructional Support Services Office, by the student to the Vice President for Student and Instructional Support Services or his/her designee within seven (7) days after completion of the informal discussion(s). Within five (5) days of the receipt of the written appeal, the Vice President for Student and Instructional Support Services or his/her designee will meet with the student and other appropriate parties in an attempt to settle the disagreement. The Vice President for Student and Instructional Support Services or his/her designee may (a) convene the Student Coalition Committee as a Resource Panel to review the matter under consideration and provide such counsel as may be helpful in bringing a satisfactory conclusion to the matter; or (b) designate a faculty mediator.
- C. The faculty mediator shall discuss the matter with the student and other appropriate parties within five (5) days of his/her appointment. The faculty mediator shall give the student and the Vice President for Student and Instructional Support Services his/her analysis of the situation and a decision in writing within fifteen (15) days of appointment.
- D. If the student is dissatisfied with the decision of the Faculty Mediator he/she must within ten (10) days of receipt of the decision submit to the President of the College a written statement as to why the Faculty Mediator's decision was not satisfactory. The President will give all parties to the matter an opportunity to be heard within ten (10) days of receipt of this document. The President shall render his/her decision in writing to both parties and the Vice President for Student and Instructional Support Services within twenty (20) days after initiation of his/her hearing(s), and it shall be final.

GUIDELINES for CONFIDENTIALITY OF STUDENT INFORMATION/RECORDS

- I. Family Education Rights and Privacy Act of 1974 (FERPA)
 - A. Introduction
 - 1. Helps protect the privacy of student records
 - 2. Generally applies to all educational institutions which receive federal funding
 - 3. Provides for the:
 - a. Right to inspect and review education records
 - b. Right to seek to amend those records
 - c. Right to limit disclosure of information from the records
 - 4. Written consent is required prior to disclosure of any personally identifiable information.
 - B. Who is protected?
 - 1. Students who are currently enrolled or formerly enrolled regardless of age or status in regard to parental dependency.
 - 2. Parents of “dependent” students have access to student records.
 - 3. Deceased students
 - C. What are educational records?
 - 1. Those records that are directly related to a student and maintained by the institution or by a party acting for the institution.
 - 2. “Records” is defined as “any information regarded in any way, including but not limited to, handwriting, print, film, microfilm.”
 - 3. Any records which are shared with or accessible to another individual.
 - D. Exclusions
 - 1. Sole possession records or private notes which are not accessible or released to other personnel.
 - 2. Law enforcement, campus security records
 - 3. Records pertaining to employment by the institution
 - 4. Records relating to treatment provided by a physician, psychiatrist or other recognized professional and disclosed only to those involved in the treatment. “Treatment” does not include remedial activities such as tutoring.
 - 5. Records which contain information obtained only after the person is no longer a student (i.e. alumni)
 - E. Disclosure
 - 1. “To permit access to or to release, transfer, or otherwise communicate by any means the contents of education records or personally identifiable data therein to another person, agency, or organization.
 - F. Permissible disclosure
 - 1. Can be made to:
 - a. School personnel
 - b. Instructors who have legitimate educational interests.
 - c. Another school where the student is seeking enrollment
 - 2. Information in connection with a health or safety emergency if that information is needed to protect the health or safety of that student or other persons.
 - G. Directory information
 - 1. “Directory information” may be disclosed without violating FERPA
 - 2. Includes:
 - a. Student’s name
 - b. Major field of study
 - c. Dates of attendance
 - d. Degree and awards received

- H. Written consent to disclose personally identifiable information
 - 1. Must include:
 - a. Specific records that may be disclosed
 - b. Purpose of the disclosure
 - c. Party or parties to whom disclosure may be made

- I. Personally identifiable information
 - 1. Includes:
 - a. Student's name
 - b. Name of student's parents or other family members
 - c. Student's address or family address
 - d. Social security or student number
 - e. List of personal characteristics

- J. When is consent not required?
 - 1. School officials
 - 2. Schools to which the student is seeking enrollment
 - 3. Federal, state, or local authorities of financial aid or law enforcement
 - 4. Accrediting organizations
 - 5. To parents of dependent child
 - 6. To comply with judicial order or subpoena
 - 7. Health or safety emergency
 - 8. Directory information
 - 9. To the student
 - 10. Results of disciplinary hearing to an alleged victim of a crime of violence

- II. State Law Protection of Student Records
 - A. Michigan Codified Law 600.2165
 - 1. Prohibits instructors or other professional persons engaged in character building, and who maintain records of student behavior or who have records in their custody from disclosing in any civil or criminal proceedings any information obtained from the records or communications.

 - B. Maintaining student records
 - 1. State Department of Education requires maintaining records for a minimum of 5 years.
 - 2. Should include: all evaluations, progress records, terminal examinations, final grades and credits awarded, counseling recommendations.

2/95

SAMPLE SEXUAL HARASSMENT POLICY

_____ is committed to providing students and faculty with a learning environment which is safe, comfortable, and productive. Sexual harassment in any form will not be tolerated.

Sexual harassment is any unwanted sexual attention pressed on an unwilling person by students or faculty. Sexual harassment is further defined as follows:

1. Sexual relations, sexual contact, or the threat of sexual relations or sexual contact, which is not freely or mutually agreeable to both parties.
2. The continual or repeated verbal abuse of a sexual nature, including but not limited to sexually explicit statements, sexual suggestive objects or picture, propositions of a sexual nature, sexually degrading words used to describe the employee or student.
3. The threat or insinuation that lack of sexual submission will adversely affect the student's grades, advancement, assigned duties, or other conditions that affect the student's status.

If you believe that you are a victim of sexual harassment, deal with the problem immediately by contacting the Program Director at _____. Each student can have the confidence that all allegations of sexual harassment will be investigated impartially and with discretion.

Anyone who is found, after appropriate investigation, to have engaged in sexual harassment of another will be subject to discipline, up to and including dismissal, depending on the circumstances.

GUIDELINE

DUTIES TO THE DISABLED STUDENT

(AMERICANS WITH DISABILITIES ACT OF 1990)

I. Application of the ADA to the Educational Process

In 1990, President Bush signed into law the Americans with Disabilities Act of 1990 (ADA) . The ADA provides broad protection to the disabled in areas of employment, public accommodations provided by private entities and telecommunications.

A. Applicability

Title III of the ADA includes in its definition of public accommodation an “undergraduate” or post-graduate private school, or other place of education”. In addition, it includes in the definition exams and courses.

B. General prohibitions of discrimination

As a general rule, individuals cannot be discriminated against on the basis of a disability in the “full and equal enjoyment of the goods, services, facilities, privileges, advantages or accommodations...”

II. Duty of Accommodation

A. Scope

1. Protection is provided to individuals:
 - a. with physical or mental disability
 - b. with a history of having such a disability
 - c. who are regarded by the public as having a disability

* A protected disability is a physical or mental impairment that substantially limits a person in some major life activity (i.e., ability to walk, talk, work, see, hear, study, read, learn)

“Substantially limited” is based on:

- nature and severity
- duration - or expected duration
- permanent or expected impact

2. Limits to protection

- a. Temporary disabilities: a disability of limited duration with no long term effect (i.e., sprain, infection, pregnancy)
- b. A disability which excludes a candidate from a specialized job or professional requiring extraordinary skill or talent. The individual can still perform various other positions within the scope of training.
- c. Statutory exemptions
 - 1) current illegal drug use (previous use is protected)
 - 2) person with disorders caused by alcohol that impacts job performance
 - 3) pedophiles
 - 4) compulsive gamblers
 - 5) homosexuals, bisexuals, transsexuals, transvestites
 - 6) voyeurs
 - 7) pyromaniacs
 - 8) exhibitionists
 - 9) kleptomaniacs

III. Activities that Are Prohibited:

- A. Denial of participation
- B. Participation of unequal benefit
- C. Separate benefit

- D. Opportunity to participate
- E. Administrative methods

- * It is discriminatory to impose or apply eligibility criteria that tend to screen out disabled individuals unless the criteria is shown to be necessary or essential function for the provision of the educational opportunity.
- * It is discriminatory to fail to make reasonable modifications to policies, practices, or procedures, unless you can demonstrate that making such accommodations would fundamentally alter the nature of the educational opportunity.
- * Not obligated to waive, modify program requirements or lower academic requirements which are reasonable and nondiscriminatory.

IV. Special Considerations for Examinations and Courses

In general, examinations and courses must be offered in a place and manner accessible to persons with disabilities. The specific requirements include:

- A. Modifications
 1. Must make modifications to a course that ensure that the place and manner in which the course is given is accessible.
- B. Suggested modifications
 1. Change in length of time permitted to complete the course.
 2. Substitution of specific requirements
 3. Change in the manner in which the course is conducted
- C. Provision of auxiliary aids
 1. Must provide appropriate adjunctive aids and services (specialized voice activated computers, readers, translators, videotaped lectures, prepared notes, large print materials)
 2. Put the burden of proof back on the student to determine what needs to be provided.

- * Auxiliary aids not required if it would fundamentally alter the measurement of the skills or knowledge the exam is trying to measure.

V. Defenses to Accommodation

- A. Necessity
 1. If eligibility criteria is necessary to providing an educational opportunity
House Committee on Education and Labor states that: "A public accommodation may...impose rules and criteria that are necessary for the safe operation of its business...Safety criteria, however, must be based on actual risks and not on speculation, stereotypes, or generalizations about disability"
- B. Fundamental alteration
 1. A modification that is so significant that it alters the essential nature of the education
- C. Undue Burden
 1. "Significant difficulty or expense". Factors to be considered include:
 - a. the nature and cost of the action needed
 - b. overall financial resources of the institution, the number of students, the effect on expenses, resources, and legitimate safety requirements.
- * In establishing any eligibility criteria which would tend to screen out disabled persons, consider whether those requirements are necessary to providing the education. Are they essential requirements for completion of the program?
- D. Direct threat defense
 1. "Significant risk to the health and safety of others that cannot be eliminated by a modification of policy, practice or procedure, or by the provision of auxiliary aids or services"

2. Need to determine the:
 - a. nature, duration, and severity of the risk
 - b. probability that the potential injury will actually occur
 - c. whether reasonable modifications will decrease the risk
- * When confronted with a disabled student who poses a direct threat to the health and safety of others, consider the following:
- is the risk so significant that a modification will not eliminate the risk?
 - that the determination of "risk" is based on an individualized assessment using reasonable judgment based on objective evidence of medical knowledge.

VI. Summary

- A. Identify essential functions and standards of course program completion. Make these known prior to the student's entry into the program.
- B. Identify what a disabled person can do, not what he cannot do
- C. When making reasonable accommodations, an institution does not have to waive or modify program requirements or lower academic standards.
- D. Shift the burden of accommodation to the disabled individual. Have him/her identify what special aids will be needed.
- E. Establish a consistent, objective system for individuals assessment of disabled students who demonstrate an inability to effectively perform or succeed.

SAMPLE PROFESSIONAL PROTECTION CHECKLIST

Listed below are several items that should be kept on file and/or provided to the student.

1. Requirements for continuance, good standing and program completion
2. Each instructor should distribute and explain the course syllabus at the first class meeting. The class syllabus should include:
 - ?? attendance requirements
 - ?? course requirements
 - ?? specific due dates for assignments/projects
 - ?? method of determining grade
 - ?? format for submitting written work
 - ?? penalties for late work
 - ?? description of course content and objectives
3. Clearly documented due process procedure, including an appeal mechanism
4. "Automatic" dismissal policies for unsatisfactory progress, should be reviewed for appropriateness and uniformity. Must be published.
5. Academic, clinical evaluation methods
6. Required courses, prerequisites
7. Refund policies
8. Admission requirements, transfer admissions
9. Narrative records of incidents that may increase liability:
disciplinary actions, accidents
10. Records of student evaluations, grades

SAMPLE Exercise
Affective Evaluation Examples

The following examples deal with a situation of child abuse. The father has broken both of his 4-year-old son's upper arms by shaking the child violently.

Receiving Level Objective: Given a list of possible emotional responses when dealing with child abuse, the EMT will identify the appropriate response.

Receiving Level Evaluation: Given the situation above, choose of the following, the correct response:

- a. Explain to the father why he was wrong to do what he did and recommend counseling.
- b. Be very angry with the father in front of the child so the child will know who was at fault.
- *c. Obtain information from the father and child in a non-judgmental fashion.
- d. Be very angry with the child as his poor behavior caused the whole incident.

Responding Level Objective: When dealing with child abuse situations, the EMT will be able to discuss appropriate emotional responses of the EMT.

Responding Level Evaluation-Written or Oral: Given the situation above, please describe your feelings toward the father and how to appropriately respond emotionally to the situation.

Expected feelings:

Anger

Pity

Points for the following responses:

Non-judgmental

Objective

Maintain composure

Valuing Level Objective: Given a situation of child abuse, the EMT will initiate a professional emotional response.

Valuing Level Evaluation-Scenario/Observational Report: Given the situation above, obtain a medical history of the child a current history of the incident from the father.

S	NI	U	Obtains information objectively
S	NI	U	Maintains Composure
S	NI	U	Remains non-judgmental

Comments:

Organizing Level Objective: Given a situation of child abuse, the EMT will be able to defend his non-judgmental, objective response even when questioned by others.

Organizing Level Evaluation-Scenario/Observational Report: Given the situation above and having obtained a medical history of the child a current history of the incident from the father in a non-

judgmental, objective fashion, your senior partner questions your response. Please defend yourself.

- | | | | |
|---|----|---|---|
| S | NI | U | Maintains current response as appropriate |
| S | NI | U | Maintains composure while dealing with partner |
| S | NI | U | Explains accurately reasons for maintaining professionalism while dealing with father |

Comments:

Characterizing Level Objective: Given a situation of child abuse, the EMT will be able appropriately intervene when his partner loses self-control when obtaining a medical history.

Organizing Level Evaluation-Scenario/Observational Report: Given the situation above your senior partner begins to accuse the father and become very angry. Please respond.

- | | | | |
|---|----|---|--|
| S | NI | U | Interrupts partner's questioning and takes control appropriately |
| S | NI | U | Maintains professionalism while dealing with father |
| S | NI | U | Explains to the partner after the scenario reasons for maintaining professionalism while dealing with father |

Comments:

SAMPLE EVALUATION FORM

Please select and circle the response that comes closest to the way you feel about each statement.

- 1. Strongly Agree
- 2. Slightly Agree
- 3. Slightly Disagree
- 4. Strongly Disagree

1. The Instructor/Coordinator shared course objectives (what you needed to accomplish to successfully complete the course) at the beginning of the course.

1. 2. 3. 4.

2. The course was well organized and the topics were adequately covered.

1. 2. 3. 4.

3. The instructors had a thorough knowledge of the subject taught.

1. 2. 3. 4.

4. The instructors used class time well.

1. 2. 3. 4.

5. The instructors were well prepared for each class.

1. 2. 3. 4.

6. The instructors were supportive of classroom participation and encouraged student interaction.

1. 2. 3. 4.

7. Work assignments, grading system, and attendance requirements were made clear from the beginning of the course.

1. 2. 3. 4.

8. Course examinations covered the important aspects of the course.

1. 2. 3. 4.

9. The instructor was willing to discuss examination outcomes.

1. 2. 3. 4.

10. Examinations were graded and returned to students in a timely manner.

1. 2. 3. 4.

11. I gained a good understanding of the concepts and principles relating to the EMS field.

1. 2. 3. 4.

12. My clinical training was well organized.

1. 2. 3. 4.

13. My clinical training was effective in offering "hands-on" experience relative to course clinical objectives.

1. 2. 3. 4.

14. I believe the course adequately prepared me for state licensing examinations.

1. 2. 3. 4.

15. There was adequate time devoted to practical skill training using equipment, mannequins, etc.

1. 2. 3. 4.

16. There was adequate equipment available during practical skill sessions.

1. 2. 3. 4.

17. The equipment used was in good repair.

1. 2. 3. 4.

18. Visual aids were used appropriately to illustrate the subject matter.

1. 2. 3. 4.

19. I would recommend this instructor to a friend wishing to train for the EMS field.

1. 2. 3. 4.

20. I would recommend this program sponsor to a friend wishing to train for the EMS field.

1. 2. 3. 4.

Additional comments please: