

Resolution 2024-R-26

***A Resolution authorizing execution of a memorandum of understanding
with Regional Training Institute, Inc.***

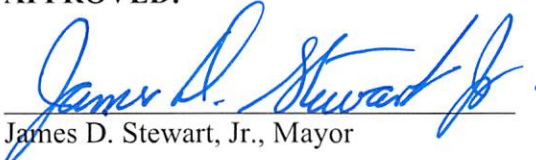
BE IT HEREBY RESOLVED by the City Council of the City of Irondale, Alabama, in regular meeting duly assembled, a quorum being present that Mayor James D. Stewart, Jr. is hereby authorized to execute a memorandum of understanding for healthcare clinical experience with Regional Training Institute, Inc. ("RTI") to allow students enrolled in EMS programs with RTI the opportunity to have clinical experiences with the Irondale Fire Department. The form of this agreement shall be in substantially the form as shown in Exhibit 1.

ADOPTED & APPROVED: This 6th day of February, 2024.



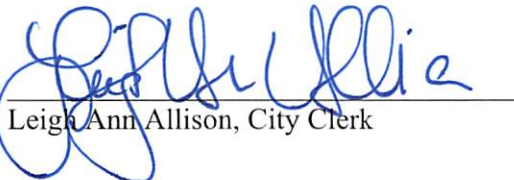
David Spivey, City Council President

APPROVED:



James D. Stewart, Jr., Mayor


ATTESTED:



Leigh Ann Allison, City Clerk

CERTIFICATION

I, Leigh Ann Allison, the Acting City Clerk of the City of Irondale, Alabama, hereby certify that the above to be a true and correct copy of a resolution adopted by the City Council of the City of Irondale at its regular meeting held on February 6, 2024, as the same appears in the minutes of record of said meeting.



Leigh Ann Allison, City Clerk

Exhibit 1



MEMORANDUM OF UNDERSTANDING FOR HEALTH CARE CLINICAL EXPERIENCE

This Agreement for clinical Experience (the "Agreement") is entered into by and between Regional Training Institute, Inc. (hereafter "Institute"), and the City of Irondale, Alabama (hereafter "Facility").

RECITALS

The Institute wishes to provide clinical experiences for students enrolled in EMS programs (hereafter "Students"). The Facility serves the pre-hospital needs of the community and benefits from the production of trained and qualified pre-hospital healthcare providers in the region and is willing to provide field educational experiences for Students enrolled in Institute EMS programs.

NOW, THEREFORE, the parties agree as follows:

1. Responsibilities of the Facility. The Facility agrees to serve as a cooperating health care facility and provide clinical experiences for Students at the Facility in the Institute's program. This will be accomplished by allowing Student participation in patient care as set forth in this Agreement. The Institute, in consultation with the Facility, shall schedule and arrange for the number and timing of such experiences. The Facility hereby agrees that it will provide certain services as follows:
 - a. To observe the non-discrimination policy of the Institute: that Students are accepted without discrimination as to race, color, creed, or sex, subject to the Facility's right to terminate clinical experiences as set forth in subparagraph 3-d.
 - b. To provide clinical practice and/or observational opportunities in the appropriate service departments of the Facility.
 - c. To comply timely with the Institute's reasonable requests to issue reviews or reports of Student performance and compliance with program requirements for the Students.
 - d. To provide adequate, qualified supervision of Students' work at the Facility.
 - e. To ensure that Students' presence and assistance is not used by the Facility as a replacement for employees.
 - f. To ensure that Students are provided with an educational experience and are not assigned tasks unrelated to their educational focus.
 - g. To make the Facility's premises available to the Students and the Institute's faculty (when applicable) for training purposes, including by providing any necessary security badges and computer access. Upon the Facility's request, any student that the Facility believes to be in violation of its policies and procedures shall be removed from the Student's placement at the Facility by the Institute.
 - i. To make available to Students emergency care and treatment in the event of illness or injury occurring in clinical areas during clinical instruction. All charges for treatment shall be the responsibility of the Students, or in the case of a minor, his or her parents.

- j. To provide for the Students a safe work environment.
- k. To provide information pertinent to evaluation of Students and the clinical experience in general to the Institute at the Institute's request.
- l. To provide the Institute and Students with access to copies of the Facility's policies, procedures and regulations that is pertinent to the clinical experience.
- m. To ensure that any data collected by the Facility from the Students is collected, processed, and maintained in accordance with Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Family Educational Rights and Privacy Act (FERPA), and all other applicable data privacy and data breach notification laws.

2. Responsibilities of the Institute. The Institute agrees that it will comply with the following:

- a. In cooperation with the Facility's input, the Institute will instruct the Students in, and require that all Students abide by, the policies, procedures, rules, and regulations of the Facility, including standards for dress, grooming, and personal hygiene. Upon the Facility's request, any Student that the Facility believes to be in violation of its policies and procedures shall be removed from the Student's placement at the Facility by the Institute.
- b. The Institute will provide general liability insurance coverage of \$1,000,000 per occurrence and \$3,000,000 in the aggregate and professional liability insurance coverage of \$1,000,000 per claim and \$3,000,000 in the aggregate covering acts/or omissions by Students during practicum experiences hosted by the Facility and will list the City of Irondale as an additional insured. The Institute shall immediately notify the Facility of any changes, limitations, or termination of insurance coverage and provide evidence of such insurance upon request by the Facility. Failure of the Institute to ensure that each Student has such coverage shall be grounds for immediate termination of this Agreement.
- c. The Institute will require Students to comply with the Facility's policies and procedures governing mandatory reporting of child and dependent adult abuse, infection control, and hazardous materials management. Upon the Facility's request, any Student that the Facility believes to be in violation of its policies and procedures shall be removed by the Institute.
- d. The Institute will ensure compliance with all Facility requirements for verification of each Student's health, immunization status, and criminal conduct at any time. All required verification will be maintained at the Institute and made available to the Facility upon request. Facility must notify the Institute in writing of any required verifications prior to student's clinical experience.
- e. The Institute will provide orientation and education of all Students regarding confidentiality rules, in cooperation with the Facility, enforcement of a requirement that all Students follow the Facility's policy with regard to confidential information, including obtaining signed confidentiality agreements and compliance with all policies and procedures adopted by the Facility to comply with the privacy or security final regulations promulgated under HIPAA. Upon the Facility's request, any Student that the Facility believes to be in violation of its policies and procedures shall be removed from the Student's placement at the Facility by the Institute.
- f. The Institute will appoint qualified staff or faculty to assist with defining the Student experience while at Facility and communicate those expectations to Facility.
- g. The Institute shall ensure that a criminal background verification has been performed on all program participants prior to beginning a clinical rotation at the Facility. In addition, program participants shall undergo drug screening as a precondition to beginning a clinical rotation at the Facility. Students testing positive shall not be assigned to the Facility. The Institution shall provide the results of the background and drug screening upon request of the Facility.

3. Conditions. This Agreement shall be continuously subject to the following conditions accepted by each of the parties:

- a. The Institute shall provide the Facility with estimates of the number of Students desiring to be placed in clinical departments. The Facility may close any clinical department to Students' clinical experiences at any time, without notice. At least two (2) weeks prior to the beginning of new Students' placements, the Institute shall notify the Facility's contact person of the names of each of the Students to be included in the next placement.
- b. The Facility, the Institute and Students are independent contractors in their relationships to one another. It is understood that Students are not employees of the Facility, do not receive compensation or benefits in connection with their activities at the Facility, are not provided workers' compensation insurance, and shall not act as agents or employees of the Facility. If any claim is made under any such law, the Institute will indemnify and hold the Facility harmless from any such cost or liability to the extent allowed by law in the state of Alabama.
- c. Each party agrees to accept and is responsible for its own acts and/or omissions in providing services under this Agreement as well as those acts or omissions of its employees and agents, as the case may be, and nothing in this Agreement shall be construed as placing any responsibility of such acts or omissions onto the other party.
- d. The Facility has the right to terminate a Student's clinical experience whenever, in the judgment of the responsible Facility personnel, such action is necessary to preserve smooth operations and the quality of patient care. The Facility must notify the Institute immediately of any termination action.
- e. The Institute shall indemnify and hold the Facility harmless, including its officials, representatives, officers, agents, and employees, from any and all third-party liability, damage, expense, cause of action, suits, claims or judgments arising from injury to person or personal property or otherwise which arises out of the act, failure to act, negligence, or breach of this Agreement by Institute, its agents, students, and employees, in connection with or arising out of the activity which is the subject of this Agreement.

4. Term and Termination. This Agreement shall be effective when fully executed by both parties and shall remain in effect for three (3) years from the date of execution. This Agreement shall renew automatically for additional one (1) year periods, until either party notifies the other party hereto in writing of its intent not to renew. Either party may terminate this Agreement at any time upon thirty (30) days' notice to the other party. In the event of a termination of the Agreement, any Student(s) currently completing a clinical experience at Facility will be allowed to complete their clinical experience as previously agreed to by both parties, except as otherwise provided herein.

5. Contact Persons and Notices.

The designated individual(s) for contact and notice purposes shall be, in the case of the Institute:

For communication regarding Students and program details:

Name: Leo J. Deason

Title: Director of Education

Address: 3925 Old Birmingham Hwy, Jasper, Alabama 35501

Phone: 205-542-1852

Email: leo.deason.rti@gmail.com

For communication regarding legal or contractual concerns:

Name: Lee Wills

Title: President

Address: 3925 Old Birmingham Hwy, Jasper, Alabama, 35501

Phone: 205-295-3009

Email: lee@rpsems.com

And, in the case of the Facility:

For communication regarding the Facility, Students, and program details:

Name: Josh McDaniel

Title: Fire Chief, Irondale Fire Department

Address: 5308 Beacon Drive, Irondale, Alabama 35210

Phone: (205) 283-8474

Email: jmcdaniel@cityofirondaleal.gov

For communication regarding legal or contractual concerns:

Name: April Danielson

Title: City Attorney, City of Irondale, Alabama

Address: 800 Shades Creek Parkway, Suite 400, Birmingham, Alabama 35209

Phone: (205) 874-0386


Email: adanielson@wallacejordan.com

6. General. The following additional conditions apply to this Agreement:

- a. Severability. In the event one or more of the provisions contained in this Agreement are declared invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be impaired thereby unless the effect of such invalidity is to substantially impair or undermine either party's rights and benefits hereunder.
- b. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and permitted assigns.
- c. Assignment. This Agreement is personal to the parties and may not be assigned or transferred without written consent of the other party.
- d. Waiver. The failure of either party to insist in any one or more instances upon performance of any terms or conditions of this Agreement shall not be construed as a waiver of future performance of any such term, covenant, or condition; but the obligations of such party with respect thereto shall continue in full force and effect.
- e. Recitals. The recitals are intended to describe the intent of the parties and the circumstances under which this Agreement is executed and shall be considered in the interpretation of this Agreement.

- f. Amendment. This Agreement may be amended only by written agreement of the parties.
- g. Applicable Law. This Agreement shall be interpreted according to the law of the state of Alabama.
- h. Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and subsumes and incorporates all prior written and oral statements and understandings.
- i. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement
- j. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
- k. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
- l. Immigration Compliance. By signing this Agreement, Institute affirms, for the duration of the Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed to be in breach of the Agreement and shall be responsible for any resulting damages.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the dates set opposite their respective names.

Institute:	Regional Training Institute, Inc.	and	Facility:	City of Irondale, Alabama	_____
Signature:			Signature:		_____
Printed Name:	Leo J. Deason		Printed Name:	James D. Stewart, Jr.	_____
Title:	Director of Education		Title:	Mayor	_____
Phone Number:	(205) 542-1852		Phone Number:	(205) 951-1413	_____
Email Address:	Leo.deason.rti@gmail.com		Email Address:	jstewart@cityofirondaleal.gov	_____
Date:	1-26-2024		Date:		_____