

## MEMORANDUM OF UNDERSTANDING

Between

HAGERSTOWN COMMUNITY COLLEGE and WASHINGTON COUNTY DIVISION OF EMERGENCY SERVICES

This Memorandum of Understanding (hereinafter referred to as "MOU") is entered into upon the final signatures, by and between Hagerstown Community College (hereinafter referred to as "the College"), and Washington County Division of Emergency Services (hereinafter referred to as "DES").

WHEREAS, the College is a community college located in Washington County, Maryland, and has proper accreditation from the Committee on Accreditation of Educational Programs for Emergency Medical Services Professions (hereinafter referred to as "CoAEMSP") and Commission on Accreditation of Allied Health Education Programs (hereinafter referred to as "CAAHEP") to offer the Paramedic Program, and

WHEREAS, the Paramedic Program provides the pathway to students desiring to become a critical part of a healthcare team. Students will focus on the foundational skills including medical terminology, healthcare systems, pharmacology, airway management, cardiology, shock trauma resuscitation, medical emergencies, documentation, infection control, and hands-on patient care, pediatrics and special populations, and advancements in paramedicine. A focus will be placed on preparing students for successful completion of the National Registry Examination.

NOW, THEREFORE, the parties mutually and collaboratively agree to the terms below for offering the Paramedic Program to eligible students.

1. PURPOSE

The purpose of this MOU is to put forth a collaborative agreement between the parties for the use of their respective staff, equipment, and facilities in conducting instruction for students enrolled in the Paramedic Program, with instruction occurring at Washington County Public Safety Training Center. This MOU will set forth provisions and guidelines, to include the use of "in-kind" services to accomplish a productive and partnering work relationship to serve students with new approaches and pathways to their education.

2. TERM

- A. The term of this agreement shall be for a period of one year from July 1, 2024, through June 30, 2025.
- B. This agreement shall be reviewed annually prior to the expiration to evaluate modifications prior to renewal. If no changes are requested by either party, this agreement will auto renew for a term of one year.
- C. Terms of Termination are outlined in Section 3 below.

3. TERMINATION

- A. The agreement may be terminated by either party by providing a 90-day written notice.
- B. Termination of the agreement will not affect the completion of any student's training already in progress, if acceptable to the College. Any modifications to the terms of this

Agreement must be made in writing.

4. JOINT RESPONSIBILITIES OF THE COLLEGE AND DES

- A. Both parties recognize its independent legal duty to abide by and comply with the requirements set forth by the CoAEMSP and CAAHEP and will work collaboratively, where feasible, to support each other in its compliance.
- B. Both parties will work together to develop a plan for any disciplinary actions as appropriate according to the HCC Student Code of Conduct.

5. RESPONSIBILITIES OF THE COLLEGE

A. Paramedic Program

- i. The College will obtain and maintain program accreditation for all aspects of the Paramedic Program, as appropriate, will provide the curriculum for the Paramedic Program, and will engage in all required communications with CoAEMSP and CAAHEP concerning the Paramedic Program, including any communications regarding requirements for the Program.
- ii. The College will maintain clinical affiliation agreements. DES will notify the College of any new affiliates so that an agreement can be reached prior to student rotations.
- iii. The college agrees to pay annual Accreditation fees up to \$2,500 per year as the required Higher Education accreditation sponsor for Commission on Accreditation of Allied Health and Educational Programs for the Emergency Medical Services Profession (CAAHEP)
- iv. The College will maintain MHEC approval for non-credit courses. All students registered for these courses will have a non-credit transcript showing their completion of courses/programs.
- v. The college will provide DES/HCC instructors access and technical support to the learning management system D2L.
- vi. The College will loan DES the following equipment to be utilized at the Public Safety Training Center:
  - 1. One ALS manikin, asset number 11052, valued at \$7,255.18
  - 2. One Trauma Hal manikin, asset number 10529, valued at \$17,411.24
 Repairs and replacement of manikins to be covered by DES.
- vii. The College will award 41 credits to any student completing the DES Paramedic (EMS) Training Program after successfully passing the National Registry Exam and earning 15 additional general education credits of the 19-23 general education credits required to earn an AAS degree.
- viii. The College will award 12 credits to any student completing the DES EMT Training Program after successfully earning the recognized EMT credential and earning 15 additional general education credits.

## 6. RESPONSIBILITIES OF DES

### A. Paramedic Program

- i. DES and the College will collaboratively select and approve student enrollment.
- ii. DES will ensure all waivers and release of information forms required by the College are signed by students, or their parents or legal guardians, as appropriate.
- iii. DES will ensure students are aware of the minimum requirements to participate in the Paramedic Program and attend practicum rotation and will support the College in monitoring the requirements.
- iv. DES will evaluate, and award grades to, DES students participating in the Paramedic Program and will provide the student grades to identified DES staff with proper waivers.
- v. DES will share all program information with the College in a timely manner, including: attendance records, module grades, testing pass rates, and student issues

B. ALL Instructors including guest lecturers must sign the College's compensation waiver and abide by relevant College policies.

C. DES shall pay the College annually the fees set out in section 8D herein to cover communications, and ongoing support, and for applicable student services.

D. DES shall provide all course information including descriptions, outcomes, contact hours, and certification to the College for submission/updates to MHEC.

E. DES shall provide its own computer equipment and other equipment, except the equipment listed above, needed to accomplish its training responsibilities including office supplies, furniture, training equipment, and copying services.

## 7. DES - STUDENT REQUIREMENTS

A. As a condition of participation, students are required to have the following immunizations and health requirements:

1. BLS CPR for Healthcare Providers
2. Annual Physical attesting to the students' ability to work
3. Flu Vaccination
4. Covid-19 Vaccination
5. MMR Vaccination
6. HEP B Vaccination
7. Varicella Vaccination
8. Tdap Vaccination
9. Negative TB test or negative chest x-ray
10. Negative 10-panel urine drug screen
11. State and Federal Digital Fingerprinting Background Screening

If a student is unable to provide proof of vaccination, immunity titers may be provided to document student immunity. NOTE: Inoculation requirements, including the COVID-19 vaccine, are requirements of clinical facilities, not the College. All students participating in clinical rotations are to meet the individual requirements of that facility

prior to clinical rotation. Failure to meet these requirements will result in the student's inability to complete the program.

- B. Students will adhere to the attendance policy of the College
  - i. Paramedic Program
    - 1. Students will maintain a minimum of 80% attendance for each course offered in the program.
    - 2. As governed by CoAEMSP, the college will offer 969 hours of classroom/lab instruction and clinical experience.
    - 3. Students must attend a minimum of 80% of classroom/lab hours in order to successfully advance to the practicum portion of the program.
    - 4. The college will offer a minimum of 462 field experience/ clinical hours necessary for students to sit for National Registry Certification Exam.
    - 5. Students will complete clinical shifts as required to advance within the program

#### 8. PAYMENT

- A. DES will remit payment directly to the College on behalf of, and based upon the number of students enrolled in each program as outlined in individual course contracts to be signed annually.
  - i. Specifically, DES will pay annually to the College \$8.00 per student registration fee for each course per student in the Paramedic and/or EMT program. (Total: \$8 x 20 courses = \$160 x # of students for the Paramedic program and \$8 x 2 courses = \$16 x # students for the EMT program).
- B. The College will offer the minimum required hours of instruction for each cohort.
  - i. Cohorts must have a minimum of 8 students each in order to run successfully.
  - ii. The College will invoice DES \$8 per student for each registration per class.
- C. The college will send invoices to Megan Nokes at [menokes@washco-md.net](mailto:menokes@washco-md.net) and carbon copy Chris Amos at [camos@washco-md.net](mailto:camos@washco-md.net)

#### 9. INSURANCE

- A. The College will maintain and/or cause its persons to maintain public third-party general liability and professional liability insurance providing bodily injury and property damage limits not less than one million dollars (\$1,000,000) per occurrence/per claim and two million dollars (\$2,000,000) in the aggregate. Certificates of insurance will be provided upon request to show evidence of contractual liability coverage.

#### 10. INDEMNIFICATION

- A. To the extent allowed by Maryland Law, the College will indemnify and hold harmless DES and its respective elected officials, employees, departments, agents, and volunteers from and against any and all liability, losses, damages, claims, causes of action, costs, or expenses (including reasonable attorney's fees), caused as a result of any act or

omission of any student or instructor during the clinical assignment at the College except while under the direct supervision of the DES personnel.

- B. To the extent allowed by Maryland Law, DES will indemnify and hold harmless the College, its agents, trustees, officers, students, or employees from and against any and all liability, losses, damages, claims, causes of action, costs or expenses (including reasonable attorney’s fees), which directly or indirectly arise out of performance hereunder by DES personnel, their agents or employees, unless they are under the direct supervision the College.

11. STUDENT’S EDUCATION/MEDICAL/PSYCHOLOGICAL RECORDS/CONSENTS

The College understands that in the course of performing services under this MOU, its employees may be privy to certain information of a confidential nature including, but not limited to, information regarding DES students that is protected from disclosure under the Family Educational Rights and Privacy Act, 20 U.S. C. §1232g, and information regarding DES employees that is protected from disclosure under applicable provisions of the State Government Article to the Annotated Code of Maryland. The College represents and warrants that its employees shall not make any disclosures of any information gained during the performance of services under this agreement without first obtaining authorization from the student. If DES requires student grade, attendance, or completion information, DES students must provide the college with a signed waiver.

12. CONTROLLING LAW

This agreement is governed by the laws of the State of Maryland.

13. SEVERABILITY

Should any portion of this agreement be found illegal; the remainder shall remain in full force and effect and shall remain binding.

14. NOTICES/CONTRACT MONITOR

Communications for the purposes of billing, payment, performance and submission of any other documentation or notice required by this Agreement shall be between the Contract Monitors who are as follows:

If to the College:

Hagerstown Community College

11400 Robinwood Drive

Hagerstown, MD 21742

Attn: Theresa Shank, Dean

If to DES:

Washington County Division of Emergency Services

16232 Elliott Parkway

Williamsport, MD 21795

Attn: R. David Hays

