

TO: Mayor and City Council
FROM: Tim Malchow, EMS Chief
SUBJECT: HCMC Paramedic Program Agreement
DATE: April 4, 2017

BACKGROUND

Hennepin Health Systems has a paramedic program and has students that would like to come to Cannon Falls to experience EMS in a rural setting. Due to our increasing call volume it is feasible to offer this opportunity for students.

The city attorney has approved the agreement. The League of Minnesota Cities has verified that we meet the insurance requirements within the agreement.

REQUESTED COUNCIL ACTION

Request a motion to approve the agreement with Hennepin Health Systems.

MEMORANDUM OF AGREEMENT
BETWEEN
HENNEPIN COUNTY MEDICAL CENTER PARAMEDIC PROGRAM
AND
CANNON FALLS AMBULANCE

This Agreement is entered into between Hennepin Health System d/b/a Hennepin County Medical Center (hereinafter "HCMC"), located at 701 Park Avenue, Minneapolis, MN 55415 and the City of Cannon Falls, a Minnesota municipal corporation (hereinafter "the Facility"). The Agreement, and any amendments and supplements thereto, shall be interpreted pursuant to the Laws of the State of Minnesota.

WITNESSETH THAT:

WHEREAS, the HCMC Paramedic Program has established an AcuteCare Paramedic Program, Paramedicine Program, Emergency Medical Services-Paramedic Programs and/or Emergency Medical Technician Program for qualified students preparing for and/or engaging in emergency medical services careers; and

WHEREAS, the Facility has suitable clinical facilities in emergency medical services for the educational needs of the emergency medical services program(s) of HCMC Paramedic Program; and

WHEREAS, it is in the general interest of the Facility to assist in educating persons to be qualified or better qualified emergency medical services personnel; and

WHEREAS, the HCMC Paramedic Program and the Facility are desirous of cooperating to furnish a clinical experience program for students of emergency medical services programs enrolled in the HCMC Paramedic Program.

NOW, THEREFORE, It Is Mutually Agreed By And Between The Parties:

I. HCMC PARAMEDIC PROGRAM RESPONSIBILITIES

- A. The HCMC Paramedic Program is responsible for offering one or more of the following programs: an AcuteCare Paramedic Program, Emergency Medical Services-Paramedic Programs, Paramedicine Program, and/or an Emergency Medical Technician Program. Each program is approved by the Minnesota Department of Health and/or the Emergency Medical Services Regulatory Board (EMSRB) Committee on Accreditation for EMS Professions (CoAEMSP) accreditation for the program and/or Joint Commission on Accreditation of Healthcare Organizations (JACHO) for the hospital.
- B. The HCMC Paramedic Program will supervise its students during the clinical experience program at the Facility through preceptors approved by the program. The HCMC Paramedic Program will provide its emergency medical services faculty to effectively implement the clinical experience program at the Facility. The HCMC Paramedic Program faculty so assigned will hold current paramedic or emergency medical technician certification valid in the State of Minnesota.

- C. The HCMC Paramedic Program faculty will be responsible for scheduling student clinical experience program hours, reviewing student evaluations written by preceptors, and grading each student. The HCMC Paramedic Program faculty will attend the Facility's orientation for clinical experience instructors as deemed necessary by the HCMC Paramedic Program and the Facility.
- D. The HCMC Paramedic Program will provide the Facility, at its request, with objectives for the clinical experience program. Implementation of those objectives will be accomplished by the HCMC Paramedic Program in cooperation with the Facility's designated representative.
- E. The HCMC Paramedic Program will provide the Facility with a list of the students who are participating in the clinical experience program, the units within the Facility where they are assigned, and the dates of each student's participation in the program.
- F. The HCMC Paramedic Program will inform its faculty and students of the Facility's policies and regulations which relate to the clinical experience program at the Facility.
- G. The HCMC Paramedic Program will inform its faculty and the students who are participating in the clinical experience program that they are encouraged to carry their own health insurance and are responsible for carrying their own professional liability insurance if professional liability insurance is not provided by the HCMC Paramedic Program. Before enrollment, the HCMC Paramedic Program will provide proof of Health and Liability Insurance to the Facility evidencing coverage for all faculty and students participating in the clinical experience program in the policy types and amounts required by the Facility.
- H. The HCMC Paramedic Program will maintain a record of students' health examinations and current immunizations and shall obtain student permission to submit data regarding their health status to the Facility.
- I. The HCMC Paramedic Program agrees and represents that it will require all students and faculty to have completed a background study conducted in accordance with Minnesota Statutes Chapter 245C, Human Services Background Studies, as a pre-condition to participation in the clinical experience. HCMC Paramedic Program will not assign a student or faculty member to the Facility if his/her background study documents ineligibility to have direct contact with Facility's patients or residents under applicable law or regulations. If requested, HCMC Paramedic Program shall provide the Facility with documentation regarding the completion or results of the background study pursuant to the written consent of the subject.

II. FACILITY RESPONSIBILITIES

- A. The Facility will have current licensure by the Minnesota EMS Regulatory Board.
- B. The Facility is responsible for the safety and quality of care provided to its patients. In order to effectively fulfill that duty, it is agreed that Facility has ultimate control over all persons involved in the program and may immediately terminate the participation in the program of any of the students enrolled in the program where an emergency exists involving health and safety; and in all other (non-emergency) instances involving a violation of Facility terms, conditions, or requirements, Facility shall consult with the HCMC Paramedic Program before taking any action to terminate the participation of a student, provided that Facility may, at its sole discretion, temporarily suspend a student's participation in the program pending such consultation.

- C. The Facility will provide the HCMC Paramedic Program with a copy of its policies and regulations which relate to the clinical experience program.
- D. The Facility will permit the HCMC Paramedic Program faculty and students to use its patient care and patient service facilities for clinical instruction according to a mutually-approved plan.
- E. The Facility will allow a reasonable amount of Facility staff time for orientation and joint conferences with HCMC Paramedic Program faculty, for planning with HCMC Paramedic Program faculty, and for such other assistance as shall be mutually agreeable.
- F. When available, physical space such as offices, conference rooms, and classrooms of the Facility may, upon request, be used by the HCMC Paramedic Program faculty and students who are participating in the clinical experience program.
- G. HCMC Paramedic Program faculty and students participating in the clinical experience program will be permitted to use Facility's library in accordance with the Facility's policies.
- H. When available, the Facility will, upon request of the HCMC Paramedic Program, make lockers, cloak rooms, or similar spaces available for HCMC Paramedic Program faculty and students during assigned clinical experience program hours. The Facility may require HCMC Paramedic Program faculty and students to share such spaces.
- I. The Facility assumes no responsibility for the cost of meals, uniforms, housing, parking or health care of HCMC Paramedic Program faculty and students who are participating in the clinical experience program. The Facility will permit HCMC Paramedic Program faculty and students who are participating in the clinical experience program to use any cafeteria on the same basis as employees of the Facility. The Facility will permit HCMC Paramedic Program faculty to use Facility parking spaces under the same policies governing Facility personnel.
- J. The Facility recognizes that it is the policy of the HCMC Paramedic Program to prohibit discrimination and ensure equal opportunities in its educational programs, activities, and all aspects of employment for all individuals, regardless of race, color, creed, religion, gender, national origin, sexual orientation, veteran's status, marital status, age, disability, status with regard to public assistance, or inclusion in any group or class against which discrimination is prohibited by federal, state, or local laws and regulations. The Facility agrees to adhere to this policy in implementing this Agreement.

III. MUTUAL RESPONSIBILITIES

- A. The HCMC Paramedic Program and the Facility assume joint responsibility for the orientation of the HCMC Paramedic Program faculty to Facility policies and regulations before the HCMC Paramedic Program assigns its faculty to the Facility.
- B. Personnel of the HCMC Paramedic Program and the Facility will communicate regarding planning, development, implementation, and evaluation of the clinical experience program. The communication may include but not be limited to:
 - 1. Communication to familiarize Facility personnel with the clinical experience program's philosophy, goals and curriculum;

2. Communication to familiarize the HCMC Paramedic Program faculty with the Facility's philosophy, policy and program expectations;
 3. Communication to keep both parties and the parties' personnel who are assigned to the clinical experience program informed of changes in philosophy, policies and any new programs which are contemplated;
 4. Communication about jointly planning and sponsoring in service or continuing education programs (if appropriate);
 5. Communication to identify areas of mutual need or concern;
 6. Communication to seek solutions to any problems which may arise in the clinical experience program; and
 7. Communication to facilitate evaluation procedures which may be required for approval or accreditation purposes or which might improve patient care or the HCMC Paramedic Program emergency medical services curriculum.
- C. **HIPAA.** Solely for the purposes of defining the students' and faculty roles in relation to the use and disclosure of the Facility's protected health information, the HCMC Paramedic Program and faculty engaged in activities pursuant to this Agreement are members of the Facility workforce, as that term is defined in 45 CFR 160.103. The HCMC Paramedic Program students and faculty are not, and shall not be construed to be, employees of Facility.

The HCMC Paramedic Program shall cooperate with Facility in complying with its obligations as a HIPAA covered entity, including, but not limited to, complying with its policies and procedures under the HIPAA Privacy Regulations, 45 CFR parts 160 and 164. Prior to placement at Facility, the HCMC Paramedic Program shall instruct its students and faculty to comply with Facility's policies and procedures governing the use and disclosure of individually identifiable health information.

D. Insurance

Each party, at its sole expense and at all times during the term of this Agreement, shall secure and maintain the following insurances (or comparable coverage under a program of self-insurance) covering itself and its employees who perform any work, duties or obligations in connection with this Agreement.

Commercial General Liability Insurance

The HCMC Paramedic Program will maintain Commercial General Liability insurance in conformance with the Tort Claims limits set forth in Minn. Stat. 3.736, subdv. 4, with limits not less than \$500,000 per person and \$1,500,000 per occurrence for bodily injury and property damage.

The Facility will maintain Liability insurance in conformance with the Tort Claims limits set forth in Minn. Stat. Chapter 466, with limits not less than \$500,000 per occurrence and \$1,500,000 per occurrence for bodily injury and property damage.

Commercial Automobile Liability Insurance

The Facility will maintain Automobile Liability insurance, covering automobiles used in the clinical experience program, with a limit not less than \$2,000,000 combined single limit for bodily injury and property damage.

Professional Liability Insurance

The HCMC Paramedic Program will maintain Professional Liability insurance for participating students (and faculty, if applicable) or cause any student participating in the program to maintain Professional Liability insurance, with limits not less than \$1,500,000 each claim and \$3,000,000 aggregate.

The Facility will maintain Professional Liability insurance covering itself and its employees, agents or assigns with limits not less than \$500,000 each claimant and \$1,500,000 per occurrence.

If insurance covered by claims-made policies is discontinued, then extended reporting period coverage must be obtained and evidence of such coverage shall be provided to the other party.

Additional Conditions:

An Umbrella or Excess Liability insurance policy may be used to supplement the Facility’s policy limits to satisfy the full policy limits required by the Agreement.

Each party shall provide to the other party upon request certificates of insurance or self-insurance evidencing the required coverage.

If either party receives a cancellation notice from an insurance carrier affording coverage herein, the party agrees to notify the other party within five (5) business days with a copy of the cancellation notice, unless the party’s policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days’ advance written notice to the certificate holder.

Each party, at its sole expense, shall provide and maintain Workers’ Compensation insurance as such party may be required to obtain by law. The HCMC Paramedic Program is self-insured for Workers’ Compensation purposes, and any such insurance extends only to employees of the HCMC Paramedic Program, not to students.

E. Authorized Representatives. All official notifications, including but not limited to, cancellation of this agreement must be sent to the other party’s authorized representative.

- 1. The HCMC Paramedic Program authorized representative for the purpose of administration of this agreement is:

Name: Jonathan Willoughby
 Address: 701 Park Avenue; MC 825, Minneapolis, MN 55415
 Telephone: 612-873-9142
 E-Mail: jonathan.willoughby@hcmec.org

- 2. The Facility’s authorized representative for the purpose of administration of this agreement is:

Name:
 Address:
 Telephone:
 E-Mail:

- F. Each clinical experience program semester shall consist of a maximum six (6) students, requiring a maximum 400 hours of participation per academic year as mutually agreed upon by both parties.

IV. REQUIREMENTS OF STUDENTS

- A. Each student will be required, as a condition for participation in the clinical experience program, to submit the results of a health examination to the HCMC Paramedic Program and, if requested, to the Facility, to verify that no health problems exist which would jeopardize student or patient welfare. The health examination shall include an update of required immunizations. The health examination shall include a Mantoux test or chest x-ray and verification of immunity for rubeola/rubella.

A list of those students with positive Mantoux or negative rubeola/rubella results may, at the request of the Facility, be provided to the Facility.

- B. Students participating in the clinical experience program are encouraged to carry their own health insurance.
- C. Students participating in the clinical experience program are responsible for carrying their own professional liability insurance if professional liability insurance is not provided by the HCMC Paramedic Program.

V. EMERGENCY MEDICAL CARE AND INFECTIOUS DISEASE EXPOSURE

- A. Any emergency medical care available at the Facility will be available to HCMC Paramedic Program students and faculty members. HCMC Paramedic Program students will be responsible for payment of charges attributable to their individual emergency medical care at either the Facility or the HCMC Paramedic Program. Any charges or expenses attributable to emergency medical care of a HCMC Paramedic Program faculty member at either the Facility or the HCMC Paramedic Program which are not paid by the HCMC Paramedic Program will be the responsibility of the HCMC Paramedic Program faculty member.
- B. Any HCMC Paramedic Program student or faculty member who is injured or becomes ill while at the Facility shall immediately report the injury or illness to the Facility and receive treatment (if available) at the Facility as a private patient or obtain other appropriate treatment as he or she chooses. All hospital or other medical costs arising from such HCMC Paramedic Program student injury or illness shall be the sole responsibility of the student who received the treatment and not the responsibility of the Facility or the HCMC Paramedic Program. Any hospital or other medical costs arising from such HCMC Paramedic Program faculty member injury or illness shall, if not paid by the HCMC Paramedic Program, be the sole responsibility of the HCMC Paramedic Program faculty member who receives the treatment and not the responsibility of the Facility or HCMC Paramedic Program.
- C. The Facility shall follow, for HCMC Paramedic Program faculty and students exposed to an infectious disease at the Facility during the clinical experience program, the same policies and procedures which the Facility follows for its employees.

- D. HCMC Paramedic Program faculty and students contracting an infectious disease during the period of time they are assigned to or participating in the clinical experience program must report the fact to their HCMC Paramedic Program and to the Facility. Before returning to the Facility, such a HCMC Paramedic Program faculty member or student must submit proof of recovery to the HCMC Paramedic Program or Facility, if requested.

VI. LIABILITY

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The liability of HCMC and the facility shall be governed by the provisions of the Minnesota Municipal Tort Claims Act, Minnesota Statutes Chapter 466, and other applicable law. Facility expressly disclaims any intent to indemnify or hold harmless Students participating in the program for their own acts and omissions. Before a student enrolls in the clinical experience program, the HCMC Paramedic Program will provide proof of Health and Liability Insurance to the Facility evidencing coverage for all faculty and students participating in the clinical experience program in the policy types and amounts required by the Facility.

VII. TERM OF AGREEMENT

This Agreement is effective on the later of March 1, 2017, or when fully executed, and shall remain in effect until February 28, 2022. This Agreement may be terminated by either party at any time upon sixty (60) days written notice to the other party. Termination by the Facility shall not become effective with respect to students then participating in the clinical experience program.

VIII. FINANCIAL CONSIDERATION

- A. The HCMC Paramedic Program and the Facility shall each bear their own costs associated with this Agreement and no payment is required by either the HCMC Paramedic Program or the Facility to the other party, except that, where applicable, the Facility shall pay the tuition and other educational fees of students it places in the clinical experience program.
- B. The Facility is not required to reimburse the HCMC Paramedic Program faculty or students for any services rendered to the Facility or its patients pursuant to this Agreement.

IX. AMENDMENTS

Any amendment to this Agreement shall be in writing and signed by authorized officers of each party.

X. ASSIGNMENT

Neither the HCMC Paramedic Program nor the Facility shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.

XII. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE

The Facility agrees that in fulfilling the duties of this Agreement, the Facility is responsible for complying with the Americans with Disabilities Act, 42 U. S. C. Chapter 12101, et seq., and any regulations promulgated to the Act. The HCMC Paramedic Program IS NOT responsible for issues or

challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.

XIII. DATA PRIVACY

The requirements of Minnesota Statute Section 13.05, subd. 11 apply to this contract. The Facility must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the HCMC Paramedic Program in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the Facility in accordance with this contract. The civil remedies of Minnesota Statutes Section 13.08, apply to the release of the data referred to in this Article by either the Facility or the HCMC Paramedic Program.

In the event the Facility receives a request to release the data referred to in this Article, the Facility must immediately notify the HCMC Paramedic Program.

The parties additionally acknowledge that the Family Educational Rights and Privacy Act, 20 U.S.C.1232g and 34 C.F.R. 99, apply to the use and disclosure of education records that are created or maintained under this agreement.

XIV. OTHER PROVISIONS : NONE

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

APPROVED:

1. FACILITY

By (authorized signature)
Lyman M. Robinson, Mayor
Date

Attest (authorized signature)
Ronald S. Johnson, City Administrator
Date

2. HENNEPIN COUNTY MEDICAL CENTER PARAMEDIC PROGRAM

HCMC

By (authorized signature)
Jon L. Pryor, MD, MBA
Title: CEO
Date

By (authorized signature)
Title: Asst. County Attorney
Date

By (HCMC Paramedic Program Authorized Designee)
Jonathan Willoughby
Title: Paramedic Program Director
Date