



City of Grand Island

Tuesday, November 09, 2010

Council Session

Item G14

#2010-320 - Approving Agreement with Saint Francis Medical Center

Staff Contact: Russ Blackburn; Troy Hughes

Council Agenda Memo

From: EMS Division Chief Russ Blackburn
Meeting: November 9, 2010
Subject: Agreement with Saint Francis Medical Center
Item #'s: G-14
Presenter(s): EMS Division Chief Russ Blackburn

Background

Airway management is the most important skill of an Emergency Medical Technician, and is used on a daily basis. Without an open airway a human being will be clinically dead in a matter of minutes, and brain dead 6 minutes after that. Intubation is the gold standard of airway control in patients that cannot protect their own airway. If performed improperly however it can cause the death of a patient.

Discussion

This agreement with Saint Francis Medical Center allows our Paramedics to verify their intubation skills in a clinical atmosphere, while being watched over by an anesthesiologist. These skills are required to maintain State and National Licenses.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve this agreement.

Sample Motion

Move to approve this agreement with Saint Francis Medical Center.

AGREEMENT

ADVANCED EMS TRAINING EXPERIENCE

THIS AGREEMENT made this ____th day of _____ by and between the City of Grand Island, a municipal corporation; hereinafter referred to as “the **City**,” and Saint Francis Medical Center; hereinafter referred to as “**Agency**.”

WHEREAS, the parties of the Agreement wish to provide adequate instruction as well as Operating Room intubation experience and observation for the paramedics of Grand Island Fire Department ; and

WHEREAS, the **Agency** maintains facilities suitable for said instruction and experience.

NOW THEREFORE BE IT RESOLVED that this Agreement is entered into under the following conditions:

General Conditions:

- (1) This agreement does not contemplate the payment of any fees or remuneration by either party to the other.
- (2) **The City** paramedics shall not be deemed employees of the **Agency** and are not eligible for compensation or benefits. There shall be no monetary consideration paid by the **City** or to the **Agency** for the services of said paramedics or instructors.
- (3) The assigned personnel of the **Agency** and the Administration of the Fire Department shall cooperate in providing a sound educational environment for effective patient care. Such persons may confer at such times as may be mutually agreed upon to evaluate the education program.
- (4) The **Agency** shall schedule and arrange for times when students shall be present and the number of students present in such a manner so as not to interfere with the day-to-day operation of the **Agency**.
- (5) Neither the **City** nor the **Agency** shall discriminate against any employee, applicant or student for employment or registration in its course of study because of race, color, religion, sex, national origin, handicap, special disabled veterans status or Vietnam era veterans status. Both parties agree to comply with the Educational Rights and Privacy Act of 1974, as amended governing the privacy of student records.

- (6) Paramedics shall be subject to the **Agency** policies and to the same obligations to maintain confidentiality of the **Agency** patient records as applies to the **Agency** staff. A determination that a student has violated the confidentiality requirements of the **Agency** will be grounds for immediate termination of their service at the **Agency**.
- (7) The **City** reserves the right and discretion to withdraw those paramedics whose work or conduct may have a detrimental effect on the program or whose program and achievement, in the opinion of the **City**, do not justify their continuance in the program. The **Agency** reserves the right to prohibit a student from training at the **Agency** whose conduct may have detrimental effect on patients or who does not adhere to existing rules and regulations of the **Agency**, and to all reasonable rules and regulation of the **Agency**.

Responsibilities of the City:

- (1) The **City** shall use proper administrative procedure in planning for observation and/or Operating Room training experience. The **Agency** will have the right to refuse the EMS Division Chief's participation in the training, and the **Agency** will have this right of rejection without cause.
- (2) The **City** shall adhere to existing rules and regulations of the **Agency** and to insure that its paramedics at all times adhere to those rules and regulations.
- (3) The **City** shall contact the **Agency** at least one (1) day prior to the arrival of students in order to properly plan for their training.
- (4) The **City** shall provide requested demographic, academic and health information, including proof of basic life support certification (CPR), current immunizations and/or testing for measles, mumps, rubella, skin test for tuberculosis (proof of negative chest x-ray when indicated) and Hepatitis B (or a signed waiver) for all paramedics scheduled for Operating Room training experience with the **Agency**.
- (5) The **City** shall provide proof of Bloodborne Pathogen and Infection Control training within the past twelve (12) months for all students scheduled for field training experience with the **Agency**. If a blood/body fluid exposure occurs to a student while caring for a patient, the **City** is responsible for the follow-upon procedures for the paramedics defined by state/federal OSHA regulations.
- (6) The **City** or its paramedics shall provide necessary textbooks and classroom supplies, if needed, in conjunction with the Operating Room

training internship practice. The **Agency** assumes no responsibility for any loss or theft of personal belongings of the **City** or the paramedics enrolled in the **City's** training program.

- (7) The **City** will keep the **Agency** informed of changes in policy which may affect the students training at the **Agency**.

Responsibilities of the Agency:

- (1) The **Agency** shall provide training appropriate for learning experience by the paramedics. Both parties will agree upon those patient care activities in which students may participate during the Operating Room experience.
- (2) The **Agency** will provide on-site supervision of the paramedic and has the right to determine the level of participation in such patient care activities.
- (3) The **Agency** will provide orientation for the **City** staff so as to enable the **City** staff to coordinate their inner-classroom instruction.
- (4) The **Agency** shall provide emergency health care to students for any accident or illness occurring on the **Agency's** premises at the cost of the student. The **Agency** requires that a report be filed immediately with the **Agency** and **The City** if the student has an accident or becomes ill while receiving training.
- (5) The **Agency** shall permit **The City** paramedics connected with the education program to use, at their own expense, the cafeteria and/or dining facilities available to **Agency** employees.
- (6) The **Agency** will keep the **City** faculty informed of changes in policy, which affect faculty and student.
- (7) **Agency** shall, at that **Agency's** sole cost and expense, procure, keep and maintain throughout the term of this Agreement, insurance coverage in the minimum amounts of: One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) annual aggregate for commercial general and automobile liability; One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate for professional liability or the professional liability coverage required under the Nebraska Hospital-Medical Liability Act, Revised Statutes of Nebraska Section 44-2801 et seq. or any successor statute (the "Act"), and qualification under the Act with participation in the Excess Liability Fund thereunder; and applicable state statutory limits for workers compensation. In addition to the coverage's specifically listed herein,

Agency shall maintain any other usual and customary policies of insurance applicable to its respective lines of business. By requiring insurance herein, neither party represents that coverage and limits will necessarily be adequate to protect the other party.

Termination of Agreement:

This Agreement shall commence upon execution by both parties, and shall continue indefinitely until terminated by either party upon sixty (60) days advance written notice to the other. In the event that either party reasonably determines, based on the advice of legal counsel or otherwise, that the continuation of the Agreement will subject a party to liability for violation of federal or state law, then either party may terminate this Agreement immediately upon written notice to the other.

Miscellaneous Provisions:

- (1) Neither party shall be liable under any contracts or obligations of the other, except as otherwise provided pursuant to the Agreement or for any act or omission of the other party or its officers, employees or agents, and both parties agree to indemnify and hold the other harmless from any and all losses, damages, costs and expenses (including reasonable attorney's fees) that are caused or arise out of their own omission, fault, negligence or other misconduct by their employees, independent contractors or volunteers in connection with the Agreement.
- (2) This Agreement may not be assigned or transferred by either party without written consent of the other.

IN WITNESS WHEREOF, under the authority of their governing bodies, the parties have hereto set their hands and seals on this _____ day of _____, 2010.

CITY OF GRAND ISLAND, NEBRASKA
A Municipal Corporation

By: _____
_____(Name)
_____(Title)

Saint Francis Medical Center

By: _____
_____(Name)
_____(Title)

Attest: _____

RESOLUTION 2010-320

WHEREAS, Grand Island Fire Department provides Advanced Life Support services, and is required by our Medical Director, and State licensing and National credentialing requirements, to verify those advanced skills.

WHEREAS, Saint Francis Medical Center agrees to provide such skills verification and oversight to the paramedics of the Grand Island Fire Department

WHEREAS, such agreement has been reviewed and approved by the City Attorney's office.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Agreement by and between Saint Francis Medical Center and the City of Grand Island Fire Department to provide clinical observation of verification of Advanced Airway skills are hereby approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to sign such agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 9, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk