

**Agreement  
For  
Pre-Hospital Medical Direction Services  
Between the City of Saint Paul and Regions Hospital**

THIS AGREEMENT, made and entered into this first day of May 2015, by and between the City of Saint Paul, Minnesota, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as “**City**,” and Regions Hospital, a Minnesota nonprofit corporation through its Regions Emergency Medical Services Program (“**Regions**”), whose address is 640 Jackson Street, Saint Paul, MN 55101-2595, hereinafter referred to as “**Provider**”.

The City and Provider, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, agree as follows:

**SECTION 1. Definitions.**

A. For the purposes of this Agreement, the following words and phrases shall have the meanings set forth in this Section, except where the context clearly indicates that a different meaning is intended. Any word or term found in this Agreement that is a term of art under the Health Insurance Portability and Accountability Act (HIPAA) shall have the HIPAA definition applied to it.

1. **Business records** shall mean any books, documents, papers, account records and other evidences, whether written, electronic, or in other format, belonging to Provider and pertaining to work performed under this Agreement.

2. **Covered entity** shall mean a health care provider who transmits any health information in electronic form as defined in 45 CFR § 160.103. For purposes of this Agreement, the City shall be considered a Covered Entity.

3. **Designated Record Set** shall have the meaning as defined in 45 CFR § 160.103.

4. **Guidelines** shall mean the document entitled *Regions Hospital Basic and Advanced Life Support Policies and Guidelines for Minnesota*.

5. **HIPAA** means the Standards for Privacy of Individually Identifiable Health Information (45 CFR Parts 160 and 164).

6. **Individual** means the person who is the subject of the PHI.

7. **Medical Director** shall mean the physician designated by Provider who shall be responsible for overseeing the pre-hospital services and who shall a) be currently licensed as a physician in the State of Minnesota; b) have experience in, and knowledge of, emergency care of acutely ill or traumatized patients; and, c) be familiar with the design and operation of local, regional and state emergency medical service systems.

8. **EMS Clinical Supervisor** shall mean the person responsible for assisting the Medical Director with the duties and responsibilities described herein.

9. **Minimum Necessary** shall have the meaning as defined in 45 CFR Part 154.502.

10. **Minnesota Emergency Medical Services Board [EMSRB]** shall mean the regulatory agency that provides oversight of Minnesota's ambulance industry in accordance with Minnesota Statutes Chapter 144 E.

11. **Peer Review Committee** shall mean an internal organization that oversees patient quality of care issues.

12. **Privacy Rule** shall mean the Standards of Privacy of Individually Identifiable Health information as defined in 45 CFR Part 160 and Part 164 Subparts A and E.

13. **Protected Health Information (PHI)** shall have the same meaning as the term "Protected health information" in 45 CFR § 164.501, limited to the information created or received by the Business Associated from or on behalf of a Covered Entity.

14. **Quality Assurance and Continuing Quality Improvement Program** shall mean the mechanism for hearing, addressing, and responding to complaints from patients and providers.

15. **Required By Law** shall have the same meaning as the term "required by law" in 45 CFR § 164.501.

16. **Secretary** means the U.S. Secretary of the Department of Health and Human Services.

17. **Supporting documentation** shall mean any surveys, questionnaires, notes, research, papers, analyses, whether in written, electronic, or in other format and other evidences used to generate any and all work performed and work products generated under this Agreement.

18. **System Advisory Committee** shall mean the users group established by the Provider to assist with its product evaluations, guidelines and research activities.

19. **Work product** shall mean any report, recommendation, paper, presentation, drawing, demonstration, or other materials, whether in written, electronic, or other format that results from Provider's services under this Agreement.

## **SECTION 2. Scope of Services.**

A. Provider agrees to provide pre-hospital medical direction services as described herein.

### 1. Medical Direction

Provider shall designate one or more physicians to serve as the pre-hospital Medical Director. The duties and obligations of the Medical Director are as follows:

- a. Review and update the triage, treatment, and transportation policies and guidelines specified in the Basic and Advanced Life Support Guidelines for Minnesota Ambulance Services, annually based upon medical audit outcome, and medical literature review.

- b. Establish standing orders for pre-hospital care. (These standing orders will be contained in the Guidelines.)
- c. Establish procedures for the administration of medications. (The procedure will be contained in the Guidelines.)
- d. Establish, collect and report data points used for monitoring system performance.
- e. Provide and approve standards for the selection, orientation, training, and clinical compliance of EMS personnel involved in patient care.
  - i. **Selection** shall mean the Medical Director shall have input into the selection of paramedic, paramedic student, paramedic captain, up to district level to include EMS Chief.
  - ii. **Orientation** shall mean the Medical Director or his designee shall have input into new employee and rank advancement orientation, provide education and information pertinent to EMS system and patient care expectations specific to Basic and Advanced Life Support Policies and Guidelines for Minnesota.
  - iii. **Training** shall mean education delivered but not limited to, minimum training requirements as set forth by the EMSRB.
  - iv. **Clinical Compliance** shall mean, but is not limited to adhering to the Basic and Advanced Life Support Guidelines for Minnesota.
- f. Conduct an annual review of all medications and medical equipment and recommend potential changes.
- g. Approve standards for purchasing and upgrading equipment and supplies that impact patient care.
- h. Provide twenty-four (24) hour a day access to the Medical Director through the on-call MDC (as defined below).
- i. Conduct Ranking Officer and EMS Administration meetings.
- j. Assist in disaster planning and participate in disaster drill evaluation, as requested.
- k. Designate one of its employees to serve as an EMS Clinical Supervisor (“CS”) for the City’s EMS program.

2. Quality Assurance

Provider shall provide Quality Assurance mechanisms for quality care. This shall include, but is not limited to the following:

- a. Provide an EMS Inquiry system for hearing, addressing, and responding to complaints from patients, families, providers, law enforcement, and hospital personnel, including, but not limited to, case review and resolution of patient complaints.

- b. Solicit and obtain input from field personnel on a variety of issues related to the development and operation of Quality Assurance and Continuing Quality Improvement programs. This may be accomplished through the System Advisory Committee and/or Peer Review Committee.
- c. Provide on scene quality assurance through point-of-care observation and assistance.
- d. Conduct run report audits as necessary for QA data collection purposes.
- e. Maintain the quality of care according to the standards and procedures established under the responsibilities listed above.

### 3. Education

Provider shall provide the following educational services:

- a. Conduct annual in-service training on and evaluation of Guidelines content of all Emergency Medical Technicians and EMT-Paramedics.
- b. Annually, the Medical Director or designee shall assess the practical skills of each person on the City's ambulance service roster, including each person's
  - i) variance, ii) Advanced Life Support skills, and iii) Basic Life Support skills, and shall sign a statement verifying the proficiency of each individual. The statement shall be transmitted to the City and maintained in the City's files.
- c. On-going continuing medical education to comply with EMSRB minimum requirements for EMT-Basic and EMT-Paramedic recertification.
- d. Review and approve all Saint Paul Fire Department EMS education.
- e. Education shall be limited to the items contained in Schedule 1.1 – Regions Hospital EMS Education, which is attached and incorporated herein.
- f. Establish minimal training facility requirements for the City as contained in Schedule 1.2 – Regions Hospital Training Requirements for Quarterly CME, which is attached and incorporated herein. This training facility must be located within the City of Saint Paul.
- g. Currently, the City is providing the training facility under this Agreement. However, during the time period of this Agreement, the City's training facility, subject to the City's discretion, may not be available, at any given time. Therefore, if at such time the City's facility is no longer available to be used under this Agreement, the Provider must provide a training facility located within the City of St. Paul to meet the needs identified in Schedule 1.2 attached to this Agreement.

### **SECTION 3. Obligations of the City.**

A. To assist the Provider in the discharge of its duties hereunder, the City shall be responsible for the following:

1. Medical Direction

- a. Contact the on-call CS of any complaint received concerning the delivery of care.
- b. Designate an individual to be a point of contact and accessible to the CS as needed.
- c. Contact the on-call CS immediately of a medication or procedure (e.g. intubation) errors that occur.
- d. Contact the on-call CS immediately of any equipment, vehicle, or communications failure that impacts patient care (e.g. stretcher collapse, EKG monitor malfunction, prolonged arrival time, etc.).
- e. Contact the on-call CS within twenty-four (24) hours of accidents (regardless of damage) to EMS vehicles that are responding to, on scene, or in route with a patient to a receiving facility.
- f. Contact the on-call CS immediately of any gross deviation from standards of care.
- g. Make sure the City is represented at all administrative meetings [SAC, EMS Administration, Ranking Officer, and Regions EMS-Saint Paul Fire Administration].
- h. Inform and include the CS in the early planning of City mass gathering events that exceed attendance of 10,000.
- i. Include the CS in the early planning for selection, orientation, training, and clinical compliance as defined on page 3, Scope of Services, Section 1, Provider Responsibility – Medical Direction; item e of this Agreement.
- j. Maintain an ambulance company personnel configuration that is approved by the Medical Director, adhering minimally to regional EMS community practices, including, but not limited to:
  - I. Staff a paramedic captain and/or out-of-title paramedic captain on ALS ambulances when administratively possible within the Fire Department's current deployment system.
  - II. Staff a paramedic in the patient compartment of all ambulances with ALS patients.

2. Quality Assurance

- a. Provide a tool to customers (i.e. patients) for determining customer satisfaction and report results to the Medical Director.
- b. EMS Chief to notify on-call CS according to the Guidelines.
- c. EMS Chief to conduct a review of run reports for charting compliance as requested by the Medical Director.

- d. EMS Chief to collect, collate, and report required data points, on a monthly basis, to the Medical Direction Coordinator.
- e. EMS Chief to forward all documentation to CS, as outlined in the Guidelines, for all cardiac arrests or advanced procedures, on a weekly basis.
- f. Consult with the CS on anticipated changes in patient care, new equipment, and service upgrades.
- g. Respond as required by the Peer Review Committee. All personnel are required to participate in the Quality Assurance programs.
- h. Maintain the following documentation and records related to its First Responders, Emergency Medical Technicians, and Paramedics:
  - Immunizations and screenings for Hepatitis B, Tetanus (1 every 10 years), Influenza (optional) and Mantoux (annual). Documentation must include refusal forms if applicable;
  - First Responder, EMT-Basic, EMT-Paramedic, ACLS, and CPR certification cards;
  - HEPA or N95 respirator fit-testing;
  - Initial and annual continuing education on blood borne and airborne pathogens;
  - Documentation of other license requirements as required by Minnesota law;
  - Background checks;
  - Initial emergency driving training;
  - Annual practical skills proficiency statement for each individual.

3. Education

- a. Assure that all personnel meet continuing medical education requirements, including, but not limited to, Critical Thinking Lab, Continuing Medical Education, Critical Case Reviews, and skills review, as further delineated in Schedule 1.1.
- b. Maintain a current roster of EMT-Basics and EMT-Paramedics, their training records, and date collection forms.
- c. Adhere to minimal training facility requirements as defined in Schedule 1.2.

**SECTION 4. Joint Obligations.**

A. City and Provider shall share responsibility for the following:

1. Provider shall assist the City in the delivery of current and state-of-the-art, pre-hospital care to all patients.
2. The parties shall meet at least annually to engage in medical oversight and vision planning.
3. The parties shall collaborate on system guideline development and research specific to the emergency medical services provided by the City.
4. The parties shall promote best practices and collaborate on selection, orientation, education, and clinical excellence for Department EMS personnel.

**SECTION 5. Term and Termination.**

A. Term. The services rendered by Provider shall be commenced upon execution of the Agreement and shall be in effect for five years from that date. The Agreement may be renewed for additional periods of up to three years with the mutual agreement of the parties.

B. Termination. Subject to the continuing obligations of the City and Provider as set forth herein:

1. **Termination Without Cause.** The City may terminate this Agreement by providing Provider written notice of termination not less than six (6) months prior to the end of the calendar year. Any termination pursuant to this Section may be effective only at the end of the then current year. Further, no termination pursuant to this Section may be effective prior to the end of the first twelve months of the Agreement.

2. **Termination With Cause.** Either party may terminate this Agreement with cause upon default of the other party under material term of this Agreement and failure to cure such default within thirty (30) days after receipt of written notice specifying the precise nature of such default. Upon failure to cure default, the Agreement shall be deemed terminated without further action.

3. **Change in Law.** In the event any provision of this Agreement is in conflict with current state or federal laws, regulations or rules, or subsequent change in state or federal law, regulations or rules, the parties mutually agree to amend this Agreement in writing to comply with the law, regulation, or rule or, if the parties are unable to reach agreement through good faith negotiations within thirty (30) days of becoming aware of the conflict, either party may terminate this Agreement effective immediately upon notice in writing to the other party.

4. **Mutual Agreement.** The parties may terminate this Agreement by mutual agreement at any time. Any termination pursuant to this Section may be effective only at the end of the then current year. Further, no termination pursuant to this Section may be effective prior to the end of the first twelve months of the Agreement.

**SECTION 6 Billings and Payment.**

A. That for Provider's faithful performance of this Agreement, the City hereby agrees to compensate Provider as follows:

1. Overall medical direction services fees
  - For 2015 \$208,048
  - For 2016 \$208,048

For 2017 \$208,048  
For 2018 \$208,048  
For 2019 \$208,048

2. ALS/BLS Integrated CME (ALS and BLS staff trained together)

For 2015 \$32,868  
For 2016 \$32,868  
For 2017 \$32,868  
For 2018 \$32,868  
For 2019 \$32,868

3. ACLS Recertification Fee

Year 1-5 \$130.00 per participant

4. Pharmaceutical and medical  
Non-consumable supplies

Provided at cost; no delivery charge

5. Pre-hospital Guidelines  
(pocket version)

Provided at cost

B. The above amounts shall fully compensate Provider for all work and associated costs. The City will honor no claim for services and/or costs provided by the Provider not specifically provided for in this Agreement.

C. Provider shall submit one annual invoice by the end of January for Medical Direction and ALS/BLS Integrated services required throughout the current calendar year. Upon receipt of the invoice and verification of the charges by the Project Manager, the City shall make payment to Provider within thirty (30) days. ACLS recertification, pharmaceutical and medical supplies, and pre-hospital guidelines fees are due upon receipt of invoice.

D. In the event the Provider fails to comply with any terms or conditions of the contract or to provide in any manner the work or services as agreed to herein, the City reserves the right to withhold any payment until the City is satisfied that corrective action has been taken or completed. This option is in addition to and not in lieu of the City's right to termination as provided in the sections of this Agreement.

E. The parties agree that the Compensation has been determined in arm's length bargaining, and is consistent with fair market value in arms-length transactions. Furthermore, the compensation is not and has not been, and will not be, determined in a manner that takes into account the volume or value of any referrals or business otherwise generated for or with respect to Provider or between the parties for which payment may be made in whole or in part under Medicare or any state health care program or under any other payor program.

**SECTION 7. Work Products, Records, Dissemination of Information.**

A. Provider agrees to abide strictly by Chapter 13, Minnesota Government Data Practice Act, and in particular Minn. Stat. §§ 13.05, subd. 6 and 11; and 13.37, subd. 1 (b) and Minn. Stat §§ 138.17 and 15.17. All of the data created, collected, received, stored, used, maintained, or disseminated by the Provider in performing functions under this Agreement is subject to the requirements of the Minnesota Government Data Practices Act and Provider must comply with



those requirements as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Provider. If any provision of this Agreement is in conflict with the Minnesota Government Data Practices Act or other Minnesota state laws, state law shall control.

B. The Provider agrees to maintain all business records in such a manner as will readily conform to the terms of this Agreement and to make such materials available at its office at all reasonable times during this Agreement period and for six (6) years from the date of the final payment under the contract for audit or inspection by the City, the Auditor of the State of Minnesota, or other duly authorized representative.

C. During the course of the performance of the services under this Agreement, the parties may have access to or become acquainted with confidential information relating to each other's business, including, without limitation, patient records, medical information, and/or other information that relates to or identifies patients. The parties acknowledge and understand the importance of such information, including the terms of this Agreement, confidential and agree to never use, except in performing services under this Agreement, or disclose such information to any third party except as may be required by a court order or relevant state or federal law. In the event disclosure is ordered by a court or administrative order, or mandated by state or federal law, the disclosing party shall immediately notify the other party. Upon termination of this Agreement, the parties agree to immediately return to the other party all records or other tangible documents that contain, embody or disclose in whole or in part, any confidential information.

D. Each party shall be entitled to injunctive relief to enforce the other party's compliance with the obligations set forth in this Section, it being understood and agreed that the parties will not have an adequate remedy in law if such obligations are not complied with fully.

E. Protected Health Information. Provider may use and/or disclose protected health information in providing the services under this Agreement. The parties are committed to complying with the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Regulation") 45 C.F.R parts 160 and 164 under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as it is currently drafted and as it may be subsequently updated, amended, or revised. The Addendum attached hereto as Attachment A is incorporated into this Agreement, and sets forth the terms and conditions pursuant to which protected health information that is provided by, or created or received by, Provider from or on behalf of City will be handled between Provider and City and with third parties during the term of this Agreement and after its expiration or termination.

### **SECTION 8. Equal Opportunity Employment.**

A. Provider will not discriminate against any employee or applicant for employment for work under this Agreement because of race, creed, religion, color, sex, sexual or affectional orientation, national origin, ancestry, familial status, age, disability, marital status, or status with regard to public assistance and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to the same.

This provision shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising, layoff or termination; rates of pay or their forms of compensation; and selection for training, including apprenticeship.

**SECTION 9. Compliance With Applicable Law.**

A. Provider agrees to comply with all federal, state, and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the Provider's performance of the provisions of this Agreement. It shall be the obligation of the Provider to apply for, pay for, and obtain all permits and/or licenses required.

**SECTION 10. Conflict of Interest.**

A. Provider agrees that it will not contract for or accept employment for the performance of any work or services with any individual, business, corporation, or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the City.

B. Provider's acceptance of this Agreement indicates compliance with Chapter 24.03 of the Saint Paul Administrative Code: "Except as permitted by law, no City official or employee shall be a party to or have a direct financial interest in any sale, lease, or contract with the City."

C. Provider agrees that, should any conflict or potential conflict of interest become known, Provider will advise the Purchasing Systems Manager of the situation so that a determination can be made about 's Provider's ability to continue performing services under the Agreement.

**SECTION 11. Insurance.**

A. Provider shall be required to carry insurance or establish a program of self-insurance of the kind and in the amounts shown below for the life of the contract. Insurance certificates should state that the City of Saint Paul, its employees and officials are Additional Insureds "AS RESPECTS GENERAL LIABILITY FOR CLAIMS ARISING WITHIN THE SCOPE OF THE AGREEMENT FOR PRE-HOSPITAL MEDICAL DIRECTION SERVICES BETWEEN THE CITY OF SAINT PAUL AND REGIONS HOSPITAL."

1. Public Liability Insurance

General Aggregate	\$3,000,000
Products Completed Operations	\$1,000,000
Personal Advertising Injury	\$1,000,000
Occurrence	\$1,000,000

a) Policy must include an "all services, products, or completed transactions" endorsement.

2. Automobile Insurance

Combined Single Limit	\$1,000,000
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3. Worker's Compensation and Employer's Liability

- a) Worker's Compensation per Minnesota Statute
- b) Employer's Liability shall have minimum limits of \$500,000 per accident; \$500,000 per employee; \$500,000 per disease policy limit.
- c) Providers with 10 or fewer employees who do not have Worker's Compensation coverage are required to provide the City with a letter verifying their number of employees.

4. Professional Liability Insurance

- a) \$1,000,000 per occurrence
- b) \$2,000,000 aggregate

5. General Insurance Requirements

- a) The policy is to be written on an occurrence basis or as acceptable to the City. Certificate of insurance must indicate if the policy is issued on a claims-made or occurrence basis. All certificates of insurance shall provide that the City's Division of Contract and Analysis Services be given not less than thirty (30) days prior written notice of cancellation, non-renewal or any material changes in the policy; including, but not limited to, coverage amounts. Agent must state on the certificate if policy includes errors and omissions coverage.
- b) The Provider shall not commence work until a Certificate of Insurance covering all of the insurance required for this project is approved and the project manager has issued a notice to proceed. Insurance must remain in place for the duration of the original contract and any extension periods.
- c) The City reserves the right to review Provider's insurance policies at any time to verify that City requirements have been met.
- d) Nothing shall preclude the City from requiring Provider to purchase and provide evidence of additional insurance.
- e) Satisfaction of policy and endorsement requirements for General Liability and Auto Insurance, of "each occurrence" and "aggregate" limits, can be met with an umbrella or excess policy with the same minimum monetary limits written on an occurrence basis, providing it is written by the same insurance carrier.

**SECTION 12. Relationship of the Parties.**

A. It is agreed by the parties that, at all times and for all purposes within the scope of the Agreement, the relationship of the Provider to the City is that of independent contractor and not that of employee. No statement contained in this Agreement shall be construed so as to find Provider an employee of the City, and Provider shall be entitled to none of the rights, privileges, or benefits of Saint Paul employees.

B. The City will not withhold from the amounts it pays Provider any money for state and federal income taxes, social security taxes, unemployment taxes and worker's compensation taxes or any other payroll tax. It is the responsibility of Provider to make whatever withholdings from those payments the law requires.

**SECTION 13. Subcontracting.**

A. The Provider agrees not to enter into any subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of the City.

**SECTION 14. Hold Harmless.**

A. The Provider shall indemnify, save and hold harmless, protect, and defend the City, its officers, agents, and employees from all claims, actions or suits of any character brought for or on account of any claimed or alleged injuries or damages received by any person or property,

including the City, resulting from any act or omission by any person employed by Provider in carrying out the terms of this Agreement except for City HIPAA or HITECH violations.

**SECTION 15. Assignment.**

A. The City and the Provider each binds itself and its successors, legal representatives, and assigns of such other party, with respect to all covenants of this Agreement; and neither the City nor the Provider will assign or transfer their interest in this Agreement without the written consent of the other.

**SECTION 16. Default by Provider.**

A. In the event Provider fails or neglects to comply with any term or condition of this Agreement or to provide the services stated herein, City shall have the right, after written notice, to cease payment hereunder. This remedy shall be in addition to any other remedies, including termination, available to the City in law or equity. The City shall be entitled to recover reasonable attorney's fees and costs of collection associated with enforcing its rights hereunder.

**SECTION 17. Amendment or Changes to Agreement.**

A. City or Provider may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes and method of compensation must be authorized in writing in advance by the City.

B. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when reduced to writing and duly signed by the parties.

C. Modifications or additional schedules shall not be construed to adversely affect vested rights or causes of action which have accrued prior to the effective date of such amendment, modification, or supplement. The term "this Agreement" as used herein shall be deemed to include any future amendments, modifications, and additional schedules made in accordance herewith.

**SECTION 18. Notices.**

A. Except as otherwise stated in this Agreement, any notice or demand to be given under this Agreement shall be delivered in person or deposited in United State Certified Mail, Return Receipt Requested. Any notices or other communications shall be addressed as follows:

To City:  
Saint Paul Fire Department  
Attn: Chief Butler  
645 Randolph Avenue  
Saint Paul, MN 55102

To Provider:  
Patrick McCauley  
Administrative Director  
Regions Hospital  
640 Jackson Street  
Saint Paul, MN 55101-2595

**SECTION 19. Waiver.**

A. Any fault of a party to assert any right under this Agreement shall not constitute a waiver or a termination of that right, this Agreement, or any of this Agreement's provisions.

**SECTION 20. Survival of Obligations.**

A. The respective obligations of the City and Provider under these terms and conditions, which by their nature would continue beyond the termination, cancellation, or expiration hereof, shall survive termination, cancellation or expiration hereof.

B. If a court or governmental agency with proper jurisdiction determines that this Agreement, or a provision herein is unlawful, this Agreement or that provision, shall terminate. If a provision is so terminated but the parties legally, commercially, and practicably can continue this Agreement without the terminated provision, the remainder of this Agreement shall continue in effect.

**SECTION 21. Interpretation of Agreement, Venue.**

A. This Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation related to this Agreement shall be venued in the District Court of the County of Ramsey, Second Judicial District, State of Minnesota.

**SECTION 22. Force Majeure.**

A. Neither the City nor the Provider shall be held responsible for performance if its performance is prevented by acts or events beyond the party's reasonable control, including, but not limited to: severe weather and storms, earthquake or other natural occurrences, strikes and other labor unrest, power failures, electrical power surges or current fluctuations, nuclear or other civil military emergencies, or acts of legislative, judicial, executive, or administrative authorities.

**SECTION 23. Entire Agreement.**

A. It is understood and agreed that this entire Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matters herein.

IN WITNESS WHEREOF, the parties hereto are authorized signatories and have executed this Agreement, the day and year first above written.

**For the City of Saint Paul**

*Approved as to form:*

\_\_\_\_\_  
Assistant City Attorney

*Executed:*

\_\_\_\_\_  
Mayor

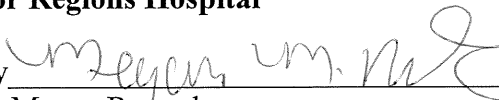
\_\_\_\_\_  
Director of Financial Services


\_\_\_\_\_  
Director of Human Rights

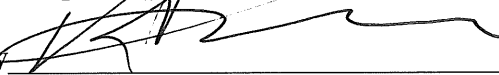
\_\_\_\_\_  
Tim Butler, Fire Chief

Funding \_\_\_\_\_  
Activity#/Dept. Signature

**For Regions Hospital**

By   
Megan Remark  
Its President and CEO

By   
Gretchen Leiternan  
Its VP of Operations and  
Hospital Specialty Services

By   
R. J. Frascone, M.D.  
Its EMS Medical Director

Regions Hospital Tax ID: 41-0956618  
Regions Hospital Tax Exempt: ES 30599

## **Attachment A: Business Associate Agreement**

This Business Associate Agreement (“Agreement”) is made and effective as of May 1, 2015 (“Effective Date”) between Regions Hospital (“Covered Entity”) and City of Saint Paul (“Business Associate”).

The parties have entered into an agreement whereby Business Associate provides certain prehospital services for Covered Entity under which Business Associated uses or may use and/or disclose Protected Health Information (as defined below) in its performance of the services described in Section 2.1 of this Agreement (“Services”).

The parties are committed to complying with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 C.F.R Parts 160 & 164, under the Health Insurance Portability and Accountability Act of 1996, as amended, (“HIPAA”) as such regulations are currently drafted and as may be subsequently updated, amended, or revised (the “Privacy Regulation” and the “Security Regulation” or collectively, the “Regulations”). This Agreement sets forth the terms and conditions pursuant to which Protected Health Information that is provided by, or created or received by, Business Associated from or on behalf of Covered Entity is to be handled by Business Associate during the term of this Agreement and after its termination.

The parties, in consideration of the foregoing, which is incorporated herein by this reference, agree as follows:

### **1. DEFINITIONS.**

- 1.1 Breach. The term “Breach” has the same meaning as the term “breach” as set forth in 42 U.S.C § 17921, and further amended in 45 C.F.R. § 164.402.
- 1.2 HITECH Act. “HITECH Act” means the Health Information Technology for Economic and Clinical Health Act that was adopted as part of the American Recovery and Reinvestment Act of 2009 and is considered an amendment to HIPAA.
- 1.3 HITECH. “HITECH” as used herein, means the HITECH Act and its implementing regulations.
- 1.4 Covered Entity. For the purpose of this Agreement, “Covered Entity” shall include all entities designated as part of Covered Entity’s Affiliated Covered Entities (“ACE”) structure, as defined in 45 C.F.R § 164.105(b), as such ACE is currently structured and as may be amended. Upon request, Covered Entity shall provide a description of its ACE structure.
- 1.5 Privacy Officer. “Privacy Officer” means the Vice President of Compliance and Corporate Integrity of Covered Entity or such other person who may be designated as the Privacy Officer by Covered Entity.
- 1.6 Protected Health Information. “Protected Health Information” or “PHI” shall have the meaning set forth in its definition as 45 C.F.R § 160.103, except that for purposes of this

Agreement it shall be limited to information received from, or created by or received by Business Associate on behalf of Covered Entity.

- 1.7 Security Incident. “Security Incident” shall have the meaning set forth in 45 C.F.R § 164.304, of the Regulations, except that it shall not include unsuccessful attempts, such as port scans or probes.
- 1.8 Unsecured PHI. The term “Unsecured Protected Health Information” (or “Unsecured PHI”) means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified in guidance issued in accordance with 45 C.F.R § 164.402.
- 1.9 Secured PHI. The term “Secured Protected Health Information”(or Secured PHI) means PHI that is rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of technology or methodology specified in guidance issued in accordance with 45 C.F.R § 164.402.

Capitalized terms used but not defined herein shall have the same meaning as those terms set forth in HIPAA, HITECH or the Regulations.

## **2. PERMITTED USES AND DISCLOSURES OR PROTECTED HEALTH INFORMATION.**

- 2.1 Services. Pursuant to the [NAME OF UNDERLYING SERVICES AGREEMENT] (“Underlying Agreement”), Business Associate provides Services for, or on behalf of Covered Entity that involve or may involve the use and disclosure of Protected Health Information in connection with these Services. Except as otherwise specified herein, Business Associate may make any and all uses and disclosures or Protected Health Information necessary to perform Services for, or on behalf of Covered Entity, provided that such use or disclosure: (1) would not violate the Regulations if done by the Covered Entity (except as provided in Section 2.2 and Section 2.3(a) below). Moreover, Business Associate may disclose Protected Health Information for the purposes authorized by this Agreement only (i) to its employees, subcontractors, and agents, provided the requirements set forth in Section 3.1 (b) are satisfied, (II) as directed by Covered Entity, including disclosures to other business associates of Covered Entity, (iii) as Required by Law, or (iv) as otherwise permitted by the terms of this Agreement including, but not limited to, Section 2.2(b) below.
- 2.2 Business Activities of the Business Associate. Unless otherwise limited herein, the Business Associate may:
  - a. Use Protected Health Information in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of Business Associate, provided that such uses are permitted under state and federal confidentiality laws.
  - b. Disclose Protected Health Information in its possession to third parties for the purpose of its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate, provided that: (i) the disclosures are Required by Law; or (ii) Business Associate has received written assurances from the person to

whom the information is disclosed assuring a) its confidential handling of such Protected Health Information and that it may only be used or further disclosed as Required by Law or for the purpose for which it was disclosed to the person and b) the person will notify Business Associate of any instances of which it is aware in which confidentiality of the information has been breached.

2.3 Additional Activities of Business Associate. In addition to using Protected Health Information to perform Services and other business activities described in Sections 2.1 and 2.2, Business Associate may:

- a. At Covered Entity's request, aggregate the Protected Health Information in its possession with the Protected Health Information of other covered entities that Business Associate has in its possession through its capacity as a business associate to said other covered entities, provided that the purpose of such aggregation is to provide Covered Entity with data analyses relating to the Health Care Operations of Covered Entity;
- b. At Covered Entity's request, create a Limited Data Set provided that a Data Use Agreement has been executed pursuant to 45 C.F.R §164.514 (e) by the Business Associate and the recipient of the Limited Data Set; and,
- c. At Covered Entity's request, create deidentified information from PHI.

2.4 Other Uses and Disclosures Prohibited. All other uses or disclosures not expressly authorized by this Agreement are prohibited.

### **3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PROTECTED HEALTH INFORMATION**

3.1 Responsibilities of Business Associate. With regard to its use and/or disclosure of Protected Health Information, Business Associate shall:

- a. Use and/or disclose Protected Health Information only as permitted or required by this Agreement, or as Required by Law.
- b. Use reasonable efforts and appropriate safeguards to (1) prevent the use or disclosure of PHI in a manner or for a purpose not permitted or required by this Agreement; and (2) implement administrative, physical and technical safeguards that will protect the confidentiality, integrity and availability of Electronic Protected Health Information. Without limiting the foregoing, Business Associate will, at a minimum, ensure that all Electronic Protected Health Information that it transmits to a third party or Covered Entity will be Secured PHI, unless specifically directed in writing otherwise by Covered Entity.
- c. Comply with the Regulations' minimum necessary standard in 42 C.F.R §164.502 (b), in accordance with the HITECH Act and applicable guidance from the U.S. Department of Health and Human Services, as and when effective, furthermore, effective February 17, 2010, the Business Associate shall make the determination of what constitutes the minimum amount and type of PHI necessary to accomplish the



intended purpose for any and all permitted disclosures of PHI that are subject to the minimum necessary requirement.

- d. Ensure that all Business Associate's subcontractors and agents to whom it provides Protected Health Information under this Agreement agree in writing to (1) adhere to the same restrictions and conditions on the use and/or disclosure of Protected Health Information; and, (2) to implement reasonable and appropriate safeguards to protect all Protected Health Information.
- e. Report to the Privacy Officer, in writing, and use and/or disclosure of Protected Health Information that is not permitted or required by this Agreement, or any Security Incident, within two (2) calendar days of the Business Associate's becoming aware of such unauthorized use and/or disclosure or Security Incident, and notify Privacy Officer of a Breach of Unsecured PHI in accordance with Section 3.4 below.
- f. Establish procedures for mitigating, to the greatest extent possible, any deleterious effects from any use and/or disclosure of Protected Health Information that Business Associate is required to report to Covered Entity under Section 3.1 (e).
- g. Make available all Business Associate's internal practices, records, books, agreements, policies, and procedures relating to the use and/or disclosure of Protected Health Information to the Secretary of the U. S. Department of Health and Human Services for purposes of determining Covered Entity's compliance with Privacy Regulation.
- h. Make available all Business Associate's internal practices, records, books, agreements, policies, and procedures relating to the use and/or disclosure of Protected Health Information to Covered Entity for purposes of determining Business Associate's compliance with this Agreement.
- i. Within five (5) calendar days of notification from Covered Entity to provide access to Protected Health Information in a Designated Record Set, to Covered Entity or provide such information directly to individuals as requested by Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R § 164.524. Business Associate shall provide immediate written notice to Privacy Officer if it receives a request for access to PHI in a Designated Record Set directly from an individual.
- j. Within five (5) calendar days of receiving written request from Covered Entity, make any amendment to Protected Health Information in a Designated Record Set requested by Covered Entity pursuant to 45 C.F.R. §165.526; provided, however, that Covered Entity is permitted to make the determination that the amendment(s) is necessary pursuant to 45 C.F.R § 164.526. Business Associate shall provide immediate written notice to Privacy Officer if it receives a request to amend PHI directly from an individual.
- k. Provide to the designated Privacy Officer of Covered Entity, on a monthly basis, a written list of applicable disclosures, as required by Appendix A, made by Business Associate in order for Covered Entity to respond to a request by an individual for an accounting of disclosures of the individual's Protected Health Information in

accordance with 45 C.F.R. § 164.528. Nothing in this paragraph limits Business Associate's responsibility under Section 3.1 (e). Business Associate shall provide immediate notice to Privacy Officer if it receives a request for an accounting of disclosures directly from an individual.

1. Business Associate will take reasonable steps to prevent and detect the inappropriate acquisition, access, use and disclosure of Unsecured PHI relating to Covered Entity, including, without limitation, appropriate monitoring of Business Associate's staff and requiring Business Associate's staff to report actual or suspected unauthorized access, use or disclosure of PHI to Business Associate's privacy officer, or another designated individual.

3.2 Responsibilities of Covered Entity. With regard to the use and/or disclosure of Protected Health Information by Business Associate, Covered Entity shall:

- a. Notice of Privacy Practices. Make available to Business Associate the most recent version of Covered Entity's notice of privacy practices.
- b. Special Restrictions. Notify Business Associate, in a timely manner, of any arrangements permitted or required of Covered Entity that may impact in any manner the use and/or disclosure of Protected Health Information by Business Associate under this Agreement, including, but not limited to, restrictions on use and/or disclosure of Protected Health Information as provided for in 45 C.F.R. § 164.522 agreed to by Covered Entity.

3.3 HITECH Provisions. The provisions of this Section 3.3 (the "HITECH BA Provisions") shall be effective as of February 17, 2010, or such other date as may be specified in the applicable regulations, whichever is later (the "Applicable Effective Date"). Business Associate hereby acknowledges and agrees that to the extent it is functioning as a business associated of Covered Entity, Business Associate will comply with the HITECH BA Provisions and with the obligations of a business associated as required by HIPAA and the HITECH Act commencing on the Applicable Effective Date of each such provision. Business Associate and the Covered Entity further agree that the provisions of HIPAA incorporated by reference in a business associate agreement are hereby incorporated into this Agreement between Business Associate and Covered Entity as if set forth in this Agreement in their entirety and are effective as the Applicable Effective Date. Without limiting the preceding, the parties agree as follows:

- a. Security Regulations. Effective on and after February 17, 2010: (a) C.F.R §§ 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards), and 164.316 (policies and procedures and documentation requirements) apply to Business Associated in the same manner that such sections apply to the Covered Entity, (b) additional requirements of Section 13401 of the HITECH Act that relate to security and that are made applicable with respect to covered entities shall also be applicable to Business Associate as a business associate of Covered Entity, and (c) in the event that Business Associate violates any security provision specified in Section 13401 (a) of the HITECH Act, sections 1176 and 1177 of the Social Security Act (42 U.S.C. 1320d-5, 1320d-6) shall apply to the Business Associated with respect to such violation in the same manner such sections apply to a covered entity that violates such security provision.

b. Privacy Regulations. Effective on and after February 17, 2010: (a) Business Associate may use and disclose Protected Health Information only if such use or disclosure, respectively, is in compliance with each applicable requirement of 45 C.F.R § 164.504 (e), (b) the additional requirements of Section 13404 of the HITECH Act that relate to privacy and that are made applicable with respect to covered entities shall also be applicable to Business Associate as a business associated of Covered Entity, and (c) in the event that Business Associate violates any provision of Section 13404 (a)-(b) of the HITECH Act, sections 1176 and 1177 of the Social Security Act (42 U.S.C. 1320d-5, 1320d-6) shall apply to the Business Associate with respect to such violation in the same manner such provisions apply to a person who violates a provision of part C of title XI of such act.

3.4 Notifications of Breach of Unsecured PHI. Business Associated shall provide written notice to the Privacy Officer of any Breach of Unsecured PHI caused by Business Associate of its subcontractors or agents (“BA Breach”) within two (2) calendar days of Business Associate’s discovery of the BA Breach, or as otherwise required by law. This written notice (“Initial Notice”) shall contain the following:

- i. a brief description of the breach, including the date of the breach and the date of discovery, if known;
- ii. a description of the types of Unsecured PHI involved, including the number of identities of the individuals involved;
- iii. recommended steps that should be taken to protect individuals from further harm;
- iv. a brief description of steps Business Associate is taking to mitigate harm.

Business Associate shall also provide Covered Entity with other available information that Covered Entity is required to include in notifications under 45 C.F.R § 164.404 or other applicable law, and other relevant information reasonably requested by Covered Entity, at the time of the Initial Notice or promptly thereafter as such information becomes available.

Business Associate shall reimburse Covered Entity for any reasonable expense Covered Entity incurs in notifying individuals of a BA Breach, and any reasonable costs Covered Entity incurs in mitigating damages from a BA Breach. The parties agree to cooperate in any reasonable investigation of the BA Breach.

#### **4. TERM AND TERMINATION**

4.1 Term. This Agreement shall become effective on the Effective Date and shall continue in effect until the termination or expiration of the Underlying Agreement, unless this Agreement is terminated as provided in Sections 4.2. In addition, certain provisions and requirements of this Agreement shall survive its expiration or termination in accordance with Section 6.1 herein.

4.2 Termination by Covered Entity. Covered Entity may immediately terminated this Agreement and Underlying Agreement if Covered Entity makes the determination that Business Associate has breached a material term of this Agreement. Alternatively, Covered Entity may choose to: (i) provide Business Associate with written notice of the existence of an alleged material breach; and (ii) afford Business Associate an opportunity

to cure such alleged material breach upon mutually agreeable terms. If the material breach is not cured in accordance with the mutually agreeable terms, within thirty (30) calendar days from the date of the written notice of the alleged breach, failure to cure is grounds for the immediate termination of this Agreement and Underlying Agreement.

- 4.3 Effect of Termination. Upon the termination or expiration of this Agreement, pursuant to Section 4.1 or 4.2, Business Associate shall return or destroy all Protected Health Information, in a manner that ensures its nondisclosure, to Covered Entity within ten (10) days unless a mutually agreed upon time has been determined, pursuant to 45 C.F.R. § 164.504 (e)(2)(I), if it is feasible to do so. If it is not feasible for Business Associate to return or destroy said Protected Health Information, Business Associate will notify Covered Entity in writing. Such notification shall include (i) a statement that Business Associate has determined that it is infeasible to return or destroy the Protected Health Information in its possession, and (ii) the specific reasons for such determination, which shall include record retention requirements. In addition, Business Associate shall extend any and all protections, limitations, and restrictions contained in this Agreement to the Business Associate's use and/or disclosure of any Protected Health Information retained after the termination of this Agreement, and limit any further uses and/or disclosures to the purposes that make the return or destruction of the Protected Health Information infeasible. Further, Business Associate shall recover and Protected Health Information in the possession of its subcontractors or agents. If it is not feasible for Business Associate to obtain from a subcontractor or agent any Protected Health Information in the possession of such subcontractor or agent, Business Associate must provide a written explanation to Covered Entity and require the subcontractors and agents to extend any and all protections, limitations, and restrictions contained in this Agreement to the subcontractor's and/or agents' use and/or disclosure of any Protected Health Information retained after the termination of this Agreement, and limit any further uses and/or disclosures to the purposes that make the return or destruction of the Protected Health Information infeasible. Covered Entity may in its sole discretion request Business Associate to provide a Certificate of Destruction to Covered Entity.

## **5. INDEMNIFICATION FOR VIOLATIONS OF HIPAA AND HITECH**

- 5.1 Indemnification. In addition to any indemnification provisions of the Underlying Agreement, Business Associate agrees to indemnify, hold harmless, and release Covered Entity, its Affiliates and each of their directors, officers, employees and agents ("Indemnified Party") from and against any and all HIPAA or HITECH violations, losses, claims, costs, and expenses (including reasonable attorney's fees and expenses related to the defenses of any claims), liabilities or damages (whether resulting from settlement, judgment, arbitration or otherwise), joint or several, which may be asserted against Indemnified Party or for which they may now or hereafter become subject as a result of HIPAA or HITECH violations that are a breach or default under the Agreement, or act of omission or negligence, of Business Associate or its subcontractor that are HIPAA or HITECH violations.
- 5.2 Notice of Contractual Indemnity and Defense of Claims. Business Associate (or "indemnitor") shall notify Covered Entity promptly of the commencement of or indication that any claim may be asserted against Covered Entity or of any litigation or proceedings which could give rise to a claim by any party or violations of HIPAA or HITECH by the indemnitor. Unless the Business Associate timely assumes the defense

thereof, the Covered Entity may, all at its own expense, through its own or independent counsel defend such claim(s). The indemnitor will furnish to the Indemnified Party copies of all pleadings in any action hereunder, permit the Indemnified Party to be an observer therein, and apprise the Indemnified Party of all developments therein.

**6. MISCELLANEOUS**

6.1 Survival. The respective rights and obligations of Business Associate and Covered Entity under Sections 2.1, 2.4, 3.1 solely with respect to Protected Health Information Business Associate retains in accordance with Section 4.3 because it is not feasible to return or destroy such Protection Health Information, shall survive termination of this Agreement. Finally, Sections 4.3, 5.1 and 5.2 shall survive termination of this Agreement.

6.2 Amendment. Except as provided in Section 6.3, this Agreement may only be amended by a writing signed by the parties.

6.3 Regulatory Amendment. This Agreement shall be deemed automatically amended to the extent necessary to comply with changes in applicable law. Additionally, Covered Entity may propose amendments to this Agreement, and those amendments will be deemed accepted by Business Associate 30 days after receipt of such amendments.

6.4 Non-Waiver. The rights and remedies of the parties are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any right under this Agreement or the documents referred to in this Agreement will operate as a waiver of such right, and no single or partial exercise of any such right will preclude any other or further exercise of such right or the exercise of any other right.

6.5 No Third Party Beneficiaries. The Agreement confers no enforceable legal rights or remedies on any individuals or entities other than the parties unless otherwise provided.

6.6 Notices. Any notice or other communication provided for by this Agreement must be in writing and will be deemed given or delivered when personally delivered or when deposited in the United States mail, certified or registered, return receipt requested, postage prepaid and properly addressed, or by recognized overnight courier, next day delivery, charges prepaid, or if given by facsimile, upon evidence of transmission of facsimile, followed by registered or certified mail, addressed to the intended recipients as follows:

If to Business Associate, to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to Covered Entity, to:

Regions Hospital  
Attn: Patrick McCauley  
640 Jackson Street  
Saint Paul, MN 55101

With a copy to:  
Healthpartners General Counsel  
PO Box 1309  
Minneapolis, MN 55440-1309

Each party named above may change its address and that of its representatives for notice by giving of notice thereof in the manner herein above provided

- 6.7 Signatures and Counterparts. The Agreement may be executed by any form of signature authorized by law. Each counterpart will be deemed an original copy of the Agreement and, when taken together, will be deemed to constitute one and the same agreement.
- 6.8 Interpretation. Any ambiguity in the Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with Regulations and HITECH.
- 6.9 Governing Documents. In the event of a conflict between any term or provision of this Agreement and Underlying Agreement, this Agreement shall control to the extent that the subject matter of such conflict is the use or disclosure of PHI or Individual rights regarding PHI. If the subject matter of such conflict is not the use or disclosure of PHI or Individual rights regarding PHI, then the Underlying Agreement shall control.
- 6.10 Governing Law, Jurisdiction and Venue. The Agreement will be governed by and interpreted under Minnesota law. Any lawsuit arising directly or indirectly out of the Agreement will be brought in a court of competent jurisdiction located in the state of Minnesota.
- 6.11 Severability. The Agreement must be interpreted in a way that if any provision is held invalid, the rest of the Agreement will remain in full affect unless the invalid provision would materially alter a Party's interests or material affect its ability to perform under the Agreement.
- 6.12 Legal Compliance. The parties shall perform their respective duties and obligations under this Agreement in compliance with all applicable law, including but not limited to HIPAA, the HITECH Act, and regulations promulgated thereunder. Any reference to a statute in this Agreement shall be deemed to be including its implementing regulations. Any reference to a statute or regulation in this Agreement means that statute or regulation as amended or supplemented from time to time and any corresponding provisions of successor statutes or regulations unless context requires otherwise.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name.

**COVERED ENTITY**

By: 

Its: V.P. of Operations and Hospital  
Specialty Services

**BUSINESS ASSOCIATE**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**APPENDIX A**  
**To**  
**Business Associate Agreement**

Disclosures that must be accounted for are those stated in 45 C.F.R. §164.528, as amended. These include by are not limited to certain disclosures made to:

**Regulatory agencies, such as:**

1. State Department of Health or Human Services
2. State Department of Commerce or Insurance
3. United States Department of Labor
4. U. S. Department of Health and Human Services and Office of Civil Rights

**Law Enforcement Agencies**

**Courts**

As and when additional categories of disclosures are required to be accounted for under HIPAA or HITECH, such additional disclosures shall be deemed incorporated in the above list as of the effective date of the applicable statutory or regulatory requirement.

SCHEDULE 1.1  
**Regions Hospital Emergency Medical Services Education**

Regions Hospital EMS Education is limited to:

All personnel required by Saint Paul Fire to be credentialed at an EMT-Basic or EMT-Paramedic level of certification must adhere to EMSRB continuing education requirements.

1. Quarterly CME

EMT – Basic and EMT – Paramedic recertification course hours are delivered over a two year educational cycle in the form of quarterly CME. The minimum amount of CME hours offered over a two year educational cycle is 24. Quarterly education hours may be divided over the two-year educational cycle as mutually agreed upon by Saint Paul Fire Department (SPFD) and Regions Hospital EMS. It is expected that EMT-Basics and EMT-Paramedics attend the CME offered within each quarter; including completing any on-line/web based education.

Regions Hospital EMS will offer 7 CME sessions per quarter for each Shift (A, B, and C) - totaling 21 sessions per quarter - with the expectation that 18-20 providers will attend each session. This will allow for up to 420 personnel to be trained each quarter. The seven sessions will be spread out over the quarter and will be held during the evening (excluding Friday-Sunday). The start and end time of each session will be mutually agreed upon by SPFD and Regions Hospital EMS.

In addition to the 21 CME sessions scheduled each quarter, there will be three, all inclusive, "Make Up" CME sessions (one each for A, B & C shifts) scheduled at the end of each quarter for any EMT-Basic or EMT-Paramedic who did not attend the required training during the quarter. This "Make-Up" session will be offered during daytime hours. SPFD will be responsible for arranging attendance as necessary.

When an EMT-Basic or EMT-Paramedic does not attend CME within a given quarter, Regions Hospital EMS will immediately report this information to the Saint Paul Fire EMS Chief. It will be the EMS Chief's responsibility to follow up with this, which may include submission of alternate training records to the Medical Director for review. Additional "Make-Up" sessions beyond the three scheduled within a quarter, will not be provided and the Medical Direction Coordinator is not available for training. Regions Hospital EMS will assist in suggesting acceptable and alternative training.

In January of each year, a summary of missed CME educational hours will be provided by Regions Hospital EMS to the Saint Paul Fire EMS Chief. Again, the EMS Chief may submit alternate training records for review, however, the Medical Director will not approve any alternate training that exceeds 4 hours. Hours missed in excess of 4 hours or alternate training that is not approved by the Medical Director will result in the EMT-Basic or EMT-Paramedic obtaining training independently from this agreement. The Medical Director must approve of any training obtained outside of Regions Hospital EMS. All training must be concluded and reported by March 1 to the Regions Hospital EMS education office for the EMSRB recertification process.



Saint Paul Fire Deputy Chiefs will be responsible for scheduling individuals to a CME session during the quarter, taking into account other training events and vacations. The Manager of Education at Regions Hospital will be responsible for communicating attendance status with each Deputy Chief prior to a scheduled training session.

Training will take place at a mutually agreed upon training center, following the requirements as outlined in SCHEDULE 1.2.

## 2. Weekly Critical Case Reviews

Weekly, critical case reviews are offered in which 2-3 companies attend. Critical Case reviews may be preceded by or followed by a skills check-off.

Because companies are scheduled, both EMTs and Paramedics attend this educational event.

The Saint Paul Fire EMS Chief is responsible for tracking attendance and, therefore, scheduling companies appropriately for Critical Case Reviews. Regions Hospital EMS will supply the EMS Chief with an attendance sheet upon completion of each session.

## 3. ACLS

Paramedics are required to be ACLS certified. ACLS certification must be renewed every two years. Regions Hospital EMS offers at least two ACLS recertification classes, specific to pre-hospital providers, every year. ACLS recertification hours are included for recertification through the EMSRB.

The Saint Paul Fire EMS Chief is responsible for tracking attendance and maintaining records for Paramedic ACLS certification. Regions Hospital EMS will supply the EMS Chief with an attendance sheet upon completion of each course.

## 4. Critical Thinking Lab

Paramedics are required to attend a 4 hour Critical Thinking Lab once every two years. Specifically, these hours are required for recertification through the EMSRB.

The Saint Paul Fire EMS Chief is responsible for tracking attendance and, therefore, scheduling appropriately for Critical Thinking Lab. Regions Hospital EMS will supply the EMS Chief with an attendance sheet upon completion of each lab.

## 5. BLS/CPR

Both EMTs and Paramedics must maintain current certification in basic life support (CPR). This requires attending a 2 hour recertification course once every 2 years.

Regions Hospital EMS will provide BLS/CPR training as necessary.

The Saint Paul Fire EMS Chief is responsible for maintaining records of BLS/CPR certification. Regions Hospital EMS will report certification status to the Saint Paul Fire EMS Chief upon completion of training.

## SCHEDULE 1.2

### **Training Center Requirements for Quarterly CME – Training Center must be located within the City of Saint Paul**

(may also be used for weekly Critical Case Reviews)

#### 1 large room

- hold at least 20 students
- desks and chairs to accommodate
- audio visual space with screen that can be viewed by everyone
- climate control; lighting control; proper outlet access
- white board
- dedicated computer and projector with on-line access
- dedicated TV/VCR-DVD player
- AV carts
- good repair with adequate lighting (mutually agreed upon standard)

#### 2 smaller rooms

- hold at least 10 people
- table space for training/demonstration
- chairs to accommodate
- climate control; lighting control; proper outlet access
- white board
- good repair with adequate lighting (mutually agreed upon standard)

#### Office space for at least one instructor

- desk and chair
- phone line
- computer with on-line access
- printer
- climate control; lighting control; proper outlet access
- good repair with adequate lighting (mutually agreed upon standard)

#### Break Time Space

- minimally 4 toilets – with separate male and female facilities
- kitchen sink
- snack area
- coffee maker, counter top space, designated cabinet space
- drinking water

#### Equipment Storage Space

- secure, lockable storage room with proper shelving
- space to accommodate equipment needs
- located adjacent to or on same level as training rooms

#### Dedicated Entrance

- Outside lighting
- Security features (e.g. lockable door)

#### Other

- daily cleaning service for entire space
- someone to maintain and stock bathroom and break area (e.g. paper products, cleaning supplies)
- SPFD liaison to assist instructors someone who is available before, during and after educational sessions for unexpected issues (e.g. locked door, lighting issues, etc)

#### Parking

- free of charge
- safe location
- very near main entrance to training center

