

**CONTINUING MEDICAL EDUCATION AGREEMENT
BETWEEN
REGIONS HOSPITAL,
THROUGH REGIONS HOSPITAL EMERGENCY MEDICAL SERVICES
AND
LAKE ELMO FIRE DEPARTMENT**

THIS CONTINUING MEDICAL EDUCATION AGREEMENT (“**Agreement**”), effective April 1, 2017 (“**Effective Date**”), is between the Regions Hospital, (“**Regions**”), through its Regions Emergency Medical Services Program (“**Regions EMS**”), and Lake Elmo Fire Department (the “**Agency**”).

Regions and Agency, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, agree as follows:

SECTION 1 - Services

1.1 CME Training. Regions EMS will provide the following Continuing Medical Education (“**CME**”) training to Agency providers (“**Students**”):

- a. Basic Life Support (“**BLS**”) CME to cover twenty-four (24) hours of the two-year education requirement for the Emergency Medical Responder and Emergency Medical Technician to satisfy the Minnesota State re-certification requirements.
- b. Conduct skills testing as part of the CME training
- c. Integrated BLS/First Responder education that challenges the entire Agency team.
- d. Provide multiple CME training sessions within a Contract Quarter (as defined below) for Students to have more than one option for attending. For purposes of this Agreement “**Contract Quarter**” means each three-month period of the term of this Agreement beginning on the Effective Date.
- e. BLS CME that challenges Students, and uses reasonable efforts to ensure diversity with respect to instructors and resources

1.2 Scheduling. Regions EMS will provide unique CME in the areas noted above on a quarterly basis (i.e., four (4) Contract Quarters per year) following the academic calendar for Minnesota State registration purposes. The CME cycle begins April of each year. A session will be 3.0 hours in length.

1.3 Number of Trainees. Each CME training session will be open to a maximum of twenty-four (24) Students, unless otherwise agreed to by the parties. Agency will provide Regions EMS with a roster of expected Students to allow Regions EMS to coordinate the attendance of providers from other services.

1.4 Attendance Reports. Regions EMS will provide accurate reports of Students attendance at the training sessions for re-certification.

- 1.5 Training Site.** Except as otherwise specified in Paragraph 1.2 of this Agreement, training will be held at Lake Elmo Fire Department Station #1, 3510 Laverne Ave. North, Lake Elmo, MN 55042. (the “**Facility**”). The Facility will accommodate up to twenty-four (24) Students, and contain seating that is conducive to lecture, and two separate spaces that accommodate up to twelve (8) Students, (1) Instructor, and training equipment.
- 1.6 Equipment.** Regions EMS will provide all reasonably necessary equipment for the CME training sessions, including AV, manikin, etc., unless such equipment is otherwise provided by Agency.
- 1.7 Evaluation and Tracking.** Regions EMS will be responsible for educational evaluation, tracking, and reporting to Agency. Regions EMS will provide feedback to Agency on the status of attendance prior to the last CME session of each Contract Quarter.
- 1.8 Agency Contact.** Agency designates Greg Malmquist, Fire Chief as the primary Agency contact related to the CME training activities contemplated in this Agreement (“**Agency CME Coordinator**”). The Agency CME Coordinator will be responsible for pre-registration of the Students for BLS CME and communication with Regions EMS regarding attendance status, pre-registration at other training sites, and recertification reports.
- 1.9 Regions EMS Contact.** Regions EMS designates Tia Radant, Manager of EMS Education, as its primary contact for CME scheduling, pre-registration, tracking issues, and recertification administrative paperwork (“**Regions EMS Contact**”). The Regions EMS Contact can be reached by calling 651-254-7788 or via email at EMSEducation@HealthPartners.com.
- 1.10 Specific Medical Direction or Consultation Requirements.** Regions is not required to provide medical direction or consultation services under this Agreement. Medical direction and/or medical consultation services will be provided under a separate agreement.

SECTION 2 - Compensation

- 2.1 Fee.** In consideration for the services provided under this Agreement, Agency will pay Regions \$100.00 (the “**Fee**”) per Student each year during the term of this Agreement. The Fee may be prorated on a quarterly basis.
- 2.2 Student Count.** Agency’s final Student roster count will be determined upon the execution of this Agreement. The Agency’s roster may be increased during the term of this Agreement as a result of new hire with the Agency. The Agency’s roster may be decreased during the term of this Agreement as a result of change of employment status with the Agency. The Agency will be responsible for

communicating roster changes directly to Regions EMS. Fees will not change during the term of the Agreement as a result of roster changes.

It is agreed that Agency has 19 Students and will pay Regions \$1900 per Contract Year (as defined below).

2.3 Credit. If Agency is currently a party to a medical direction or medical consultation agreement with Regions EMS, and wishes to continue this Agreement, a teaching credit (prorated quarterly), will be applied against the Fee.

2.4 Payment Schedule. The billing cycle is as follows (check applicable billing cycle):

- Thirty days prior to start of each Contract Quarterly
- Thirty days prior to start of each Contract Year (as defined below)
- Upon execution of this Agreement for the entire term of the Agreement

Regions EMS will invoice Agency and Agency will pay Regions based on the billing cycle selected above.

2.5 No Referrals for Compensation. The parties agree that the Fee has been determined in arms length bargaining, and is consistent with fair market value in arms-length transactions. Furthermore, the Fee is not, 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 Regions 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 3 – Term and Termination

3.1 Term. This Agreement will commence on the Effective Date and will remain in effect for twenty-four (24) months (“**Initial Term**”). Thereafter, Regions EMS will initiate renewal of this Agreement for successive twenty-four (24) month periods unless either party provides the other written notice of non-renewal at least thirty (30) days prior to the end of the then current Contract Year.

For purposes of this Agreement, the term “**Contract Year**” will mean each twelve (12) month period of the term of this Agreement beginning on the Effective Date.

3.2 Termination without Cause. Either party may terminate this Agreement at any time without cause by providing the other party written notice of termination at least sixty (60) days prior to the date of termination. Notwithstanding the foregoing, any termination of this Agreement pursuant to this Section will be effective only at the end of the then current Contract Quarter. Further, no

termination pursuant to this Section may be effective prior to the end of the first Contract Year of this Agreement.

3.3 Mutual Agreement. The parties may terminate this Agreement by mutual agreement at any time; however, no termination pursuant to this section may be effective prior to the end of the first Contract Year of this Agreement.

SECTION 4 - Miscellaneous Provisions

4.1 Students Not Employees. Neither the Students nor the Agency staff are employees or agents of Regions for any purpose. None of the Students or Agency staff who participate in the CME training pursuant to this Agreement are entitled to remuneration or any other benefits, which may have accrued, or be available to any employee of Regions.

4.2 Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes any prior agreements between the parties and any of their respective affiliates or related companies related to the subject matter herein. This Agreement may not be changed, added to, amended, or modified except by a subsequent written instrument signed by an authorized representative of each of the parties hereto.

4.3 Governing Law. This Agreement will be governed, construed and enforced in accordance with the laws of the State of Minnesota, without regard to its conflict of laws provisions.

4.4 Notices. Any and all notices, requests, demands or other communications required or permitted to be given by this Agreement or any agreements referred to herein or entered into pursuant hereto, or by any rule or law, of any kind (“Notices”) will be given in writing and will be deemed to have been given if and when personally delivered, sent by first class prepaid mail, by telegram, or by facsimile, and actually received. Notices will be sent/delivered to the party at the address set forth below or to such other address and to such other person as such party will notify the other Party:

To Regions Hospital	To Agency
Emergency Medical Services 640 Jackson Street #13801B St. Paul, MN 55101 – 2595 Attn: Education Manager	Lake Elmo Fire Department 3510 Laverne Ave. North Lake Elmo, MN 55042 Attn: Greg Malmquist, Fire Chief

IN WITNESS WHEREOF, the parties have executed this Agreement on the date indicated below.

REGIONS HOSPITAL

AGENCY

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____