



STAFF REPORT

DATE: March 19, 2019

CONSENT

TO: City Council

FROM: Greg Malmquist, Fire Chief

AGENDA ITEM: Approval of “CONTINUING MEDICAL EDUCATION AGREEMENT BETWEEN REGIONS HOSPITAL, THROUGH REGIONS HOSPITAL EMERGENCY MEDICAL SERVICES AND LAKEELMO FIRE DEPARTMENT”

REVIEWED BY: Kristina Handt, City Administrator

BACKGROUND:

Lake Elmo Fire Department has been utilizing Regions Hospital for our medical training since 2007. This renewal is for a two year agreement with Regions Hospital to provide quarterly medical training to department personnel for the purpose of maintaining certifications.

ISSUE BEFORE COUNCIL:

Should the Council approve the CONTINUING MEDICAL EDUCATION AGREEMENT BETWEEN REGIONS HOSPITAL, THROUGH REGIONS HOSPITAL EMERGENCY MEDICAL SERVICES AND LAKEELMO FIRE DEPARTMENT?

PROPOSAL DETAILS/ANALYSIS:

Staff is recommending the Council approve the renewal of this training agreement.

There is an adjustment being made with the length of this agreement. In the past we have renewed annually on our service agreement date for a two year period. Regions is moving all of their training contracts to a calendar year cycle. Because of this, this contract will cover the remainder of 2019, which is pro-rated, through December of 2020. This will then place us on a calendar renewal.

FISCAL IMPACT:

\$100.00 per year per student. We currently have 21 personnel for training, which will be billed as follows:

2019 – Pro-rated for April – December = \$1,575.00

2020 – January – December = \$2,100.00

OPTIONS:

- 1) Make motion to approve agreement.
- 2) Do not make motion to approve.

RECOMMENDATION:

If removed from consent agenda:

Motion to approve the “CONTINUING MEDICAL EDUCATION AGREEMENT BETWEEN REGIONS HOSPITAL, THROUGH REGIONS HOSPITAL EMERGENCY MEDICAL SERVICES AND LAKEELMO FIRE DEPARTMENT”

ATTACHMENTS:

Copy of Agreement

**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, 2019 (“**Effective Date**”), is between Regions Hospital (“**Regions**”), through its Regions Emergency Medical Services Program (“**Regions EMS**”), and Lake Elmo Fire Department (“**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, through Regions EMS, will provide the Continuing Medical Education (“**CME**”) training program(s) selected below (the “**Program(s)**”) to Agency providers (“**Trainees**”) (check all that apply):

- Emergency Medical Technician (“**EMT**”) Continuing Education, as described in Schedule A.1 attached hereto.
- Advanced EMT (“**AEMT**”) Continuing Education, as described in Schedule A.2 attached hereto.
- Paramedic Continuing Education, as described in Schedule A.3 attached hereto.

1.2 Scheduling. Regions EMS will provide CME on topics prescribed by the NCCP model on a quarterly basis (i.e., four (4) Contract Quarters (defined below) per year). Regions EMS will provide at least one (1) CME training session per Contract Quarter at Agency’s site. Additional training sessions at Agency’s site to be cooperatively scheduled based on anticipated Trainee count. One session per Contract Year (defined below) may be offered as distance/on-line education at Regions EMS’ discretion. Regions EMS offers multiple training sessions within a Contract Quarter at other agency sites for Trainees to have additional scheduling options. For purposes of this Agreement “**Contract Quarter**” means each three-month period of the term of this Agreement beginning on the Effective Date.

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

- 1.4 Attendance Reports.** Regions EMS will provide accurate reports of Trainees 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 Station #1; 3510 Laverne Ave N, Lake Elmo, MN 55042 (the “**Training Site**”). The Training Site will accommodate up to twenty-four (24) Trainees, and contain seating that is conducive to lecture, and two separate spaces that accommodate up to twelve (12) Trainees, (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 as the primary Agency contact for the CME training activities contemplated in this Agreement (“**Agency CME Coordinator**”). The Agency CME Coordinator will be responsible for pre-registration of the Trainees for ALS/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 Lauren Halvorsen as its primary contact for Program 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 (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.

- 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 of \$0 per year (prorated quarterly), will be applied against the Fee.

It is agreed that Agency has 21 Trainees and will pay Regions \$2100 per Contract Year (as defined below).

- 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-one (21) 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 Trainees Not Employees. Neither the Trainees nor the Agency staff are employees or agents of Regions for any purpose. None of the Trainees 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
Regions Hospital Emergency Medical Services 640 Jackson Street #13801B St. Paul, MN 55101-2595 Attn: Education Manager	Lake Elmo Fire Department Attn: Chief Malmquist 3510 Laverne Ave N Lake Elmo, MN 55042

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

REGIONS HOSPITAL

AGENCY

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

SCHEDULE A.1
EMT CME Program

- a. Regions EMS will provide Emergency Medical Technician CME to cover the 20-hour National component of the National Registry of Emergency Medical Technicians National Continued Competency Program (“NCCP”) continuing education requirements.
- b. Includes skill practice and assessment when indicated as part of the NCCP requirements.
- c. Regions EMS will provide multiple CME training sessions within a Contract Quarter (as defined below) for Trainees 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.
- d. Regions EMS will provide EMT CME that challenges Trainees, and uses reasonable efforts to ensure diversity with respect to instructors and resources.

SCHEDULE A.2
AEMT CME Program

- a. Regions EMS will provide Advanced Emergency Medical Technician CME to cover the 25-hour AEMT National Component of the National Registry of Emergency Medical Technicians National Continued Competency Program (“NCCP”) continuing education requirements.
- b. Includes skill practice and assessment when indicated as part of the NCCP requirements
- c. Regions EMS will provide multiple CME training sessions within a Contract Quarter (as defined below) for Trainees 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.
- d. Regions EMS will provide AEMT CME that challenges Trainees, and uses reasonable efforts to ensure diversity with respect to instructors and resources.

SCHEDULE A.3
Paramedic CME Program

- a. Paramedic CME to cover the 30-hour Paramedic National component of the National Registry of Emergency Medical Technicians National Continued Competency Program (“NCCP”) continuing education requirements.
- b. Includes skill practice and assessment when indicated as part of the NCCP requirements
- c. Regions EMS will provide multiple CME training sessions within a Contract Quarter (as defined below) for Trainees 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.
- d. Provide CME that challenges Trainees, and uses reasonable efforts to ensure diversity with respect to instructors and resources