



Board of Public Works and Safety

Agenda Item

Cover Sheet

MEETING DATE: June 11, 2024

- Consent Agenda Item
- New Item for Discussion
- Previously Discussed Item
- Miscellaneous

ITEM #: 1

INITIATED BY: Division Chief James Macky

- Information Attached
- Bring Paperwork from Previous Meeting
- Verbal
- No Paperwork at Time of Packets



TO: BOARD OF PUBLIC WORKS AND SAFETY
FROM: JAMES MACKY, EMS DIVISION CHIEF
SUBJECT: AGREEMENT WITH INDIANA UNIVERSITY HEALTH
DATE: JUNE 11, 2024

Attached you will find information regarding an agreement between the Noblesville Fire Department (NFD) and Indiana University Health (IU Health) to designate the NFD as a clinical site for the IU Paramedic Program. We utilize the IU Paramedic Program for our employees, therefore it is a benefit to our employees for us to be an approved clinical site as opposed to them having to go elsewhere for clinical experience. There is no cost to the NFD as part of this agreement.

Thank you.



NOBLESVILLE FIRE DEPARTMENT

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**AGREEMENT BETWEEN
INDIANA UNIVERSITY HEALTH, INC.
AND
City of Noblesville Fire Department**

This agreement is made and entered into this 9th day of May 2024, by Indiana University Health, Inc. (hereinafter referred to as "Hospital") and City of Noblesville Fire Department.

WHEREAS, Hospital is certified as a supervising hospital by the Indiana Emergency Medical Services Commission (hereinafter referred to as "Commission") as defined by 836 IAC 2-1-1, and is able to sponsor and supervise an "Advanced EMT Organization" and a "Paramedic Organization" as defined by 836 IAC 2-1-1;

WHEREAS, Hospital is the owner and operator of acute care hospitals and other health facilities in Indiana;

WHEREAS, Hospital is an acting and performing sponsor as defined by the Commission in training, supervising and evaluating Emergency Medical Technician Students (hereinafter "EMT Students") and Paramedic Students in the furnishing of emergency medical services as part of its Lifeline operations (hereinafter "Program");

WHEREAS, Hospital desires to provide life support Educational Experiences for its EMT Students and Paramedic Students which would allow said students to provide life support services while on board ambulances, squads and fire apparatus, more specifically referred to as "ALS Units";

WHEREAS, City of Noblesville Fire Department is a municipal entity under the laws of the State of Indiana desiring to operate as an advanced life support provider organization which requires an agreement with a supervising hospital to be in compliance with 836 IAC 2-1-1;

WHEREAS, City of Noblesville Fire Department has available said ALS Units in which a qualified Paramedic Preceptor approved by the Hospital would provide Educational Experiences for EMT Students and Paramedic Students; and

WHEREAS, City of Noblesville Fire Department is willing to provide said ALS Units in which EMT Students and Paramedic Students would obtain Educational Experiences by said Paramedic Preceptors.

NOW THEREFORE, in consideration of mutual promises, covenants, and representations herein contained, the parties hereto mutually agree as follows:

1. DEFINITIONS

Unless otherwise required by the context of this Agreement, the terms set forth below shall have the following meanings ascribed thereto:

- 1.1. Commission. "Commission" shall mean the Indiana Emergency Medical Services Commission.
- 1.2. Educational Experiences. "Educational Experiences" shall mean those experiences provided by the Paramedic Preceptor pursuant to the terms of this Agreement, particularly the opportunity for EMT Students to undertake clinical experiences in ALS Units.
- 1.3. EMT Student. "EMT Student" shall mean those emergency medical technician students assigned by Hospital for Educational Experiences.
- 1.4. Hospital. "Hospital" shall mean Indiana University Health, Inc. and its affiliates and subsidiaries acting through the Chief Executive Officer or the Chief Executive Officer's designee.
- 1.5. Fire Department. "FD" shall mean the entity that has the authority to utilize the Noblesville FD to fulfill the obligations set forth in this Agreement.
- 1.6. Paramedic Preceptor. "Paramedic Preceptor" shall mean those individuals certified by Hospital, or engaged in the provision of paramedic preceptor services on behalf of Noblesville FD, that are qualified to act as Instructor/Preceptor for EMT Students and Paramedic Students and specifically authorized by Hospital and Noblesville FD (subject to applicable Hospital and Noblesville FD policies, procedures and guidelines) to act in such a capacity.
- 1.7. Paramedic Student. "Paramedic Student" shall mean those paramedic students assigned by Hospital for Educational Experiences.

2. OBLIGATIONS OF PARTIES

- 2.1. Hospital shall, pursuant to the terms and conditions specified herein, provide the following services and be responsible for:
 - 2.1.1. Appoint a liaison for the purposes of facilitating communication and contact concerning EMT Students and Paramedic Students with Noblesville FD.
 - 2.1.2. Work with Noblesville FD through the liaison to plan and schedule Educational Experiences for EMT Students and Paramedic Students.
 - 2.1.3. Collaborate with Noblesville FD to identify individuals from the ranks of Noblesville FD personnel to act as Paramedic Preceptors.
 - 2.1.4. Require EMT Students and Paramedic Students to conform to the Program's dress code.
 - 2.1.5. Instruct EMT Students and Paramedic Students on their responsibility for respecting the confidential and privileged nature of information which may come to their attention regarding patient medical records or other information. The program will also have students sign the Noblesville Fire

Department's HIPAA Assurance Form, which will be forwarded to the Noblesville FD before the start of the student's scheduled clinical time with the Noblesville FD.

- 2.1.6. Assign only EMT Students and Paramedic Students that have passed a physical examination as required by the Hospital and the standards and guidelines published by and adopted by the Commission. Documentation of this shall be made available to Noblesville FD upon request of the Hospital.
 - 2.1.7. Instruct EMT Students and Paramedic Students on their responsibility to comply with all Program policies, procedures, rules, and regulations.
 - 2.1.8. Provide Noblesville FD with names of those students who are to participate in the clinical rotations on the training vehicles. The students scheduled for the field internship rotation shall have met the Hospital's prerequisites and admissions standards. All students proposed for the clinical rotation shall have met the prerequisites and admissions standards for the Emergency Medical Technician/Paramedic as published and adopted by the Commission. Documentation of this shall be made available to Noblesville FD upon request to the Hospital.
 - 2.1.9. Make certain that all students shall have received competency based didactic and psychomotor skills evaluations prior to their clinical rotation with the Noblesville FD. Appropriate didactic and skills competency shall be determined by the Hospital. Documentation of these skills shall be made available to Noblesville FD upon request to the Hospital.
 - 2.1.10. Collaborate with Noblesville FD to develop and provide continuing education for Noblesville FD Education Staff and Paramedic Preceptors. The purpose of such education shall be to inform educators and preceptors of principles of adult education and learning, principles of emergency medical service education, principles of Advanced Life Support practice, changes which have occurred in equipment, and new techniques which have a direct or indirect bearing on the Paramedic's performance of Advanced Life Support skills. Such instruction shall also be used to determine the Paramedic Preceptor's continuing ability to competently perform those skills for which said Paramedic Preceptors have been trained.
 - 2.1.11. Conduct continuing education in a manner which conforms to guidelines and regulations established by the Commission. However, Hospital and Noblesville FD may establish guidelines which may exceed those established or promulgated by the Commission.
- 2.2. Noblesville FD shall, pursuant to the terms and conditions specified herein, provide the following services and be responsible for:
- 2.2.1. Provide ALS Units staffed with at least two (2) individuals: (1) a driver who is a certified EMT Basic and (2) an individual who is a certified paramedic in

- accordance with the rules and regulations of the Commission and has been approved by both Noblesville FD and Hospital to serve as a Paramedic Preceptor to provide Educational Experiences for students of the Program.
- 2.2.2. Agree to provide vehicles certified by the Commission as Advanced Life Support vehicles, fully equipped to satisfy all existing standards and criteria for the purpose of providing training vehicles for students.
 - 2.2.3. Provide Educational Experiences for EMT Students and Paramedic Students aboard Noblesville FD ambulances, squads, and fire apparatus, as available, pursuant to mutually arranged schedules and Paramedic Preceptors.
 - 2.2.4. Make available the Educational Experiences agreed upon by the parties.
 - 2.2.5. Collaborate with Hospital to identify Noblesville FD personnel that can effectively serve as Paramedic Preceptors for the Program.
 - 2.2.6. Collaborate with Hospital to develop and deliver a preceptor training program for individuals serving in the capacity of Paramedic Preceptor.
 - 2.2.7. Agree to notify Hospital in writing within 30 (thirty) days of the termination of a Paramedic Preceptor, or of any reason which has required a designated individual to be removed from the role of a Paramedic Preceptor.
 - 2.2.8. Agree to be solely responsible for assuring that the employees serving as Paramedic Preceptors are at all times certified by the Commission and continue to meet the requirements of standards established by Federal, State, and Local agencies. Hospital shall have no responsibility for ensuring that Noblesville FD or its employees satisfy operational or performance requirements which may be established by Federal, State and Local agencies.
 - 2.2.9. Agree to maintain certification as an Advanced Life Support organization pursuant to the Commission's official rules and regulations for the operation of and administration of Advanced Life Support.
 - 2.2.10. Agree to make available to Hospital Liaison necessary access to view patient care reports in electronic format that EMT Students or Paramedic Students participated in during Education Experiences.
- 2.3. Both parties shall from time to time confer on plans and changes related to the educational and training experiences of the EMT Students and Paramedic Students. The Program and Educational Experiences provided to the Paramedic Students shall be in compliance with, but may exceed, the standards adopted by the Commission.
 - 2.4. The parties agree that on-duty paramedics of Noblesville FD may, subject to prior approval of Hospital and Noblesville FD, serve in the capacity of a Paramedic Preceptor in providing Educational Experiences in accordance with (1) the terms of this Agreement, and (2) all applicable policies, procedures, and guidelines of Hospital.
 - 2.5. Each party shall retain the right to deem an acting Paramedic Preceptor unfit to serve in that capacity due to poor performance or violation of applicable Hospital or

Noblesville FD policies, procedures, or guidelines. Said preceptor shall be suspended from these duties until such a time that both parties agree the individual can resume functioning in the role of Paramedic Preceptor for the Program.

- 2.6. Probation or dismissal of students will be in accordance with the policy in effect at the Hospital. Noblesville FD may exclude a student from participation in clinical rotation where Noblesville FD determines if the student is unacceptable for reasons of health, performance, or causes that might interfere with the Noblesville FD's rules, policies, or patient care. Such a determination should be made in writing and sent to the Hospital, Program Director of EMS Training Center. If it is determined that the student poses an immediate problem, the student may be immediately released by the designated Paramedic Preceptor and notification made to the Hospital's Program Director of the EMS Training Center. Action to reinstate a student on probation shall be upon a joint agreement by the Program Director of the Hospital's EMS Training Center and the designated representative of Noblesville FD.

3. TERM

- 3.1. The term of this Agreement shall commence upon execution by all parties and shall terminate on **January 1, 2027**, unless terminated earlier pursuant to Section 4. At the end of the initial term and each renewal term, this Agreement shall automatically renew for a one (1) year renewal term unless notice of termination is served in writing to the other party ninety (90) days prior to the renewal date.

4. TERMINATION

- 4.1. Termination with cause. Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations under this contract in a timely and proper manner. If such a condition arises, the injured party must give twenty (20) days written notice to the other party specifying the problem and why it considers the obligations of the contract to be unfulfilled. If at the end of the notice period the problem has not been corrected so that the offending party is in conformance with the contract, the injured party may give the other party not less than thirty (30) days written notice that the contract will be terminated.
- 4.2. Termination without cause. In addition to termination for cause, notwithstanding any other provision of this Agreement, either party may terminate this Agreement at any time without cause by providing ninety (90) days prior written notice of termination to the other party.

5. INSURANCE

- 5.1. Hospital agrees to maintain in full force and effect liability insurance covering its representatives, officers, agents, students, and employees. Furthermore, Hospital agrees that it is a qualified health care provider under the Indiana Medical Malpractice Act I.C. 34-18-1-1 et seq. and shall remain so qualified. The Medical Director involved with this Agreement will be a qualified health care provider under the Act and remain so qualified.

- 5.2. Hospital recognizes that Noblesville FD is a part of a self-insured governmental entity with the powers to impose taxes and make appropriations for claims and agrees that Noblesville FD's self-insurance general liability limit as set out in the Indiana Tort Claim Act shall satisfy its requirements under this section.

6. INDEMNIFICATION

- 6.1. The parties agree that each is an independent agent and exercises no control over the professional services of the other except as identified in this Agreement. Each party agrees to assume responsibility for its own officers, employees and agents as follows:
 - 6.1.1. Noblesville FD shall indemnify and hold harmless Hospital for any damages or injuries to property or persons arising from acts or omissions made under or in connection with the Agreement due to negligence or intentional acts of any officer, employee, or agent of Noblesville FD.
 - 6.1.2. Hospital shall indemnify and hold harmless Noblesville FD for any damages or injuries to property or persons arising from acts or omissions made under or in connection with the Agreement due to negligence or intentional acts of any officer, employee, or agent of Hospital.

7. GENERAL PROVISIONS

- 7.1. Non-discrimination. Hospital and Noblesville FD agree not to discriminate against any employee, student, or preceptor in the Program or at Noblesville FD on the basis of age, race, color, disability, sex, sexual orientation, gender identity and/or expression, religion, genetic information, national origin, veteran status or any other characteristic protected by federal, state or local law.
- 7.2. Assignment. Parties agree that they will not assign, sublet, or transfer any interest in or obligation of this Agreement, except as expressly permitted by the agreement without the prior written consent of the other party.
- 7.3. Relevant Laws. Both parties certify that they are in compliance with existing laws of the state of Indiana, the United States, and local laws, rules and regulations where jurisdictional requirements are met and where such laws, rules and regulations are applicable to the parties. Both parties agree to modify the Agreement so as not to be in violation of any laws or regulations if such laws or regulations are amended, changed, or added.
- 7.4. HIPAA Compliance. Each party agrees that it will comply in all material respects with all federal and state mandated regulations, rules, or orders applicable to privacy, security and electronic transactions, including without limitation, regulations promulgated under Title II Subtitle F of the Health Insurance Portability and Accountability Act (Public Law 104-191) ("HIPAA"). Furthermore, the parties shall promptly amend the Agreement to conform with any new or revised legislation, rules and regulations to which Hospital is subject now or in the future including, without limitation, the Standards for Privacy of Individually Identifiable Health Information or similar legislation (collectively, "Privacy Laws") in order to ensure that Hospital is at all

times in conformance with all Privacy Laws. If, within thirty (30) days of either party first providing notice to the other of the need to amend the Agreement to comply with Privacy Laws, the parties, acting in good faith, are (1) unable to mutually agree upon and make amendments or alterations to this Agreement to meet the requirements in question, or (2) alternatively, the parties determine in good faith that amendments or alterations to meet the requirements are not feasible, then either party may terminate this Agreement upon thirty (30) days prior written notice.

- 7.5. Amendments. Hospital and Noblesville FD may, from time to time, request changes in the scope of this agreement. After mutual agreement such changes shall be incorporated in written amendments to the contract following appropriate execution. Any proposed changes in the contract or amendment must be submitted in writing a minimum of six (6) weeks prior to the proposed changes.
- 7.6. Personal Liability. Nothing herein shall be construed as creating any personal liability on the part of any officer, director, agent, or employee of any public body which may be a party herein.
- 7.7. Workmen's Compensation. Unless the City of Noblesville currently employs the student, students are not considered employees and are not covered by the City of Noblesville Workmen's Compensation Program.
- 7.8. Employment. Student's not employed by the City of Noblesville, are not entitled to employment during, or upon completion of the clinical experience.
- 7.9. Reimbursement for Educational Services. Compensation by Noblesville FD for educational services provided by Hospital shall be at the current rate charged by Hospital for educational programs at the time the program occurs. These include but are not limited to Paramedic Program.
- 7.10. Execution. This Agreement and any Amendments thereto shall be executed in duplicate copies on behalf of Hospital and Noblesville FD. Each duplicate copy shall be deemed an original, but both duplicate originals together constitute one and the same instrument.
- 7.11. Notices. All notices required and sent under this Agreement shall be sent to the following Addresses:

FD

Chief, Matt Mitchell
City of Noblesville Fire
Department
135 S 9th St.
Noblesville, In 46060
Ph: 317-770-1419

mmitchell@noblesville.in.us

HOSPITAL

VP for Academic Affairs
Indiana University Health, Inc.
165 @ 21st Street
PO BOX 1367
Indianapolis, IN 46206-1367
cc: General Counsel

IN WITNESS WHEREOF, the duly authorized representatives of Hospital and City of Noblesville FD have executed this Agreement as of the dates written below.

City of Noblesville FD



BY: Matt Mitchell

Title: Fire Chief

DATE: 5/20/24

Indiana University Health, Inc.



BY: Greg Strine

Title: Director, Academic Affairs

Date: 5-16-2024

Indiana University Health, Inc.



By: Melissa Cash

Title: VP, LifeLine and Retail Health

Date:

All of which is approved by the Board of Public Works and Safety of the City of Noblesville this
_____ day of _____ 2024.

JACK MARTIN, PRESIDENT

JOHN DITSLEAR, MEMBER

LAURIE DYER, MEMBER

ROBERT J. ELMER, MEMBER

RICK L. TAYLOR, MEMBER

ATTEST:

EVELYN L. LEES, CLERK
CITY OF NOBLESVILLE, INDIANA