CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: August 5, 2019

ITEM: Motion - Approval of Medical Training Agreement between the United States Government, represented by State G3, and West Des Moines EMS to provide Emergency Medical Training to U.S. Army, 185th Regiment military students

FINANCIAL IMPACT: None

SYNOPSIS: The U.S. Army, 185th Regiment conducts a fully accredited training program for Emergency Medical Technicians (EMT). Under this proposed agreement, the City of West Des Moines EMS will train military students for eight (8) hour periods to supplement the existing 185th Regiment training program. West Des Moines EMS, as the Training Institution, will provide the training at no cost.

As part of the training with West Des Moines EMS, the students will be under the direct supervision of certified EMS personnel. As part of the education program, the students will observe EMS operations and participate in work-related tasks including, but not limited to, EMS response, public safety communications, public education activities, and patient assessment/care within the scope of the student's training. Students will not perform these functions independently, or without the supervision of WDM EMS personnel, and will not operate a City-owned vehicle or other equipment unrelated to their EMS training.

RECOMMENDATION:

Approve a motion authorizing West Des Moines EMS to execute the agreement.

Lead Staff Member: Mark McCulloch, Deputy Chief of EMS

STAFF REVIEWS

Department Director	Craig Leu, EMS Chief
Appropriations/Finance	Tim Stiles, Finance Director
Legal	Jessica D. Spoden, Assistant City Attorney JDS
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

Exhibit I: Medical Training Agreement

EXHIBIT I

MEDICAL TRAINING AGREEMENT
(AGREEMENT NO. 19902)

THIS AGREEMENT, entered into on the 29th day of July 2019 is between the United States of America, hereinafter called the "Government," represented by the 185th RTI Commandant, and City of West Des Moines EMS, hereinafter referred to as the "Training Institution." It is freely entered into for the mutual benefit of the parties with the understanding that the Training Institution shall provide training to Government personnel at no cost to the Government in return for the services of said Government personnel at no cost to the Training Institution.

1. The U.S. Army, 185th Regiment (RTI-IA), conducts a fully accredited training program in EMT- Emergency Medical Technician. The Training Institution trains students in Emergency Medical Technician. Under this agreement, City of West Des Moines EMS will assign military students to the Training Institution for training in Emergency Medical Technician for 8 hour periods to supplement the existing 185th Regiment (RTI-IA) training program.

2. In consideration of the premises and of the mutual advantages accruing to the parties hereto, this agreement sets forth the duties and responsibilities of all parties, both those of the Training Institution and those of the Government.

3. The City of West Des Moines EMS agrees:

a. Military students affected by this agreement perform their training under authority of lawful orders issued by the Department of the Army and receive their pay and allowances therefrom. Accordingly, while performing such training, military students are acting within the scope of their employment and are considered employees of the Army acting within the scope of their employment under Federal law. The provisions of 28 United States Code, section 2679, will immunize the military students from individual tort liability. Furthermore, it is understood by the City of West Des Moines EMS that the United States will protect the liability of the military student only, and that the United States may, in its representation of the military student, assert any defense available under Federal law. Any notification of an actual or potential claim or suit against the City of West Des Moines EMS which names a military student as a party of potential defendant will be reported to the United States Army Claims Service, Fort George G. Meade, Maryland 20755 (telephone (301) 677-7009). The City of West Des Moines EMS agrees to cooperate fully with the United States in the investigation of such complaints, to include making available any medical records, medical material including x-rays, slides, tissue, and witness statements, and the names of all other defendants. Further, the City of West Des Moines EMS will notify the United States of the extent and nature of any applicable malpractice insurance and whether such insurance includes the military student. The United States Army will cooperate in the investigation and defense of such complaints and where concurrence of the Attorney General is

obtained will, upon request of the military student, assist in the removal of the action to the appropriate Federal District Court with a view toward substituting the United States as a defendant in lieu of the military student.

b. To assure compliance with licensure requirements set forth by the medical licensing authorities of the State of Iowa, for the participation of military students in the aforesaid training program.

4. It is understood and agreed that on the premises of this agreement, no agent, servant, or employee of the Training Institution shall, for any purpose, be deemed an agent, servant, or employee of the United States Government or be permitted to perform services of any kind on behalf of the United States Government.

5. It is understood and agreed that the education to be furnished military students in connection with this agreement is gratuitous and voluntary and will be accomplished without cost to the United States Government. The military student is prohibited from receiving any payment or contribution, including such forms of compensation as meals, quarters, or personal laundry, etc., other than his pay and allowances as a member of the United States Army.

6. It is further understood and agreed that the military students, while undergoing training at the Training Institution, will be under the immediate professional supervision and control of the Clinical Educator, at the Training Institution or his authorized designee. All professional services rendered to patient of the Training institution by military students will be properly monitored and supervised by Training Institution staff personnel.

7. Both the Government and the Training Institution must agree in writing prior to arrival on the number of military students who will participate in the training program and on the dates their training is to begin and end.

8. All military students will be under official orders assigning them to duty at the Training Institution for a specified period of time. Each student so assigned will first report to the appropriate authority at the Training Institution for appropriate instructions.

9. All students will be placed under the professional supervision of the Clinical Educator, at the Training Institution. This official will be responsible for:

a. The quality of training offered the students at all times.

b. The furnishing of a final written report evaluating the performance of each student at the termination of his/her assignment. All such reports shall be directed to the attention of the 68W Course Manager, 185th Regiment (RTI-Iowa).

10. The duties and responsibilities of each student participating in this affiliation will be:

a. The workup, evaluation and management of patients assigned to him/her by members of the Training Institution staff.

b. The quality and completeness of clinical records on patients under his/her care.

c. The regular attendance at the participation in all scheduled clinics and any other appropriate teaching conferences at the Training Institution.

d. The assistance at or performance of all procedures as assigned by the under the supervision of qualified members of the Training Institution staff.

e. The consistent performance of duties at maximum capacity.

11. The Clinical Educator, City of West Des Moines EMS, will support this training program as indicated and appropriate.

12. Privacy and Security of Protected Health Information (PHI). The Training Institution agrees to provide training on its Health Insurance Portability and Accountability Act (HIPAA) policies and procedures to those who will be working in the facility. The Army medical facility's trainees shall abide by the Training Institution's HIPAA policies. No PHI or PHI data is anticipated to be exchanged between the Training Institution and Army medical facility. It is understood that the trainees are considered members of the Training Institution's workforce while receiving clinical training pursuant to this agreement, and so do not meet the definition of Business Associates under HIPAA. Therefore, no separate Business Associate Agreement between the Training Institution and Army medical facility is necessary.

13. It is understood and agreed that the parties of this agreement may revise or modify this agreement by written amendment hereto, provided such revision or modification is mutually agreed upon and signed by the authorized representative of both parties.

14. This agreement shall commence on the date of execution and shall continue until terminated.

15. The Government will review this agreement annually before the anniversary of its effective date for the purpose of incorporating changes required by statutes, Executive Orders, or the Federal Acquisition Regulations, such changes to be evidenced by a modification to this agreement or by a superseding agreement. If the parties fail to agree on any such change, the Government may terminate this agreement.

16. Either party may terminate this agreement by giving thirty (30) days advance written notice of the effective date of termination.

17. INDEMNIFICATION AND HOLD HARMLESS. Each party shall indemnify and hold the other party harmless from and against any and all claims, demands, causes of action, liability, loss, damage, or injury ("claims"), both to person and property, arising out of or related to this Agreement, to the extent such claims are attributable to the negligent or willful misconduct of the indemnitor; provided, indemnitee gives the indemnitor prompt notice of any such claims and all necessary information and assistance so that indemnitor, at its option, may defend or settle such claims and indemnitee does not take any adverse position in connection with such claims. In the event that any such liability, loss, damage or injury is caused by the joint or concurrent negligence of both parties, the loss, expense or claim shall be borne by each party in proportion to its negligence.

IN WITNESS WHEREOF, the parties hereunder have executed this agreement this 29th Day of July 2019.

MARK MCCULLOCH
CITY OF WEST DES MOINES EMS
Deputy Chief of EMS

STEVEN J. KREMER
COL, IA IAARNG
Commandant