

Date April 6, 2009

APPROVING DES MOINES FIRE DEPARTMENT AND DES MOINES AREA COMMUNITY COLLEGE EMS FIELD EXPERIENCE AGREEMENT

WHEREAS, the City of Des Moines Fire Department serves as a provider of clinical field training experience for its own personnel as well as for students enrolled in the Des Moines Area Community College (DMACC) paramedic training programs, and

WHEREAS, the DMACC desires to provide its EMS students with supervised field clinical experience by participating in City of Des Moines Fire Department paramedic emergency response services; and

WHEREAS, in exchange for such services for its EMS students, DMACC agrees to allow up to two DMFD personnel to participate in DMACC EMT courses at no charge; and

WHEREAS, an EMS Field Experience Agreement between the Des Moines Area Community College and the City of Des Moines Fire Department which sets forth the terms of this field clinical program and responsibilities of the parties for a two year term is on file in the Office of the City Clerk and has been executed by the DMACC; and

WHEREAS, the Chief of the Fire Department recommends approval of such agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Des Moines, Iowa, that the EMS Field Experience Agreement Between the City of Des Moines and Des Moines Area Community College, a copy of which is on file in the City Clerk's Office, is hereby approved and the City Manager is hereby authorized and directed to execute this Agreement on behalf of the City and the City Clerk is hereby directed to attest to his signature.

(Council Communication 09-187)

Moved by \_\_\_\_\_ to adopt.

APPROVED AS TO FORM:

*Ann DiDonato*  
Ann DiDonato, Assistant City Attorney

COUNCIL ACTION	YEAS	NAYS	PASS	ABSENT
COWNIE				
COLEMAN				
HENSLEY				
KIERNAN				
MAHAFFEY				
MEYER				
VLASSIS				
TOTAL				

MOTION CARRIED

APPROVED

.....  
Mayor

CERTIFICATE

I, DIANE RAUH, City Clerk of said City hereby certify that at a meeting of the City Council of said City of Des Moines, held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

\_\_\_\_\_  
City Clerk

EMS Field Experience Agreement

Between

City of Des Moines Fire Department

and

Des Moines Area Community College

This agreement effective this March 1, 2009, by and between the Des Moines Area Community College (DMACC), (hereinafter, the Training Facility) and the City of Des Moines, Iowa, by and through its Fire Department Emergency Medical Services Division, (hereinafter, the City or DMFD EMS), is for the purpose of establishing the terms and conditions under which the Training Facility's students shall be allowed to achieve hours of clinical infield experience through participation in prehospital Emergency Medical Technician (EMT) care provided by the City, (hereinafter EMT, prehospital or clinical field or field care) according to DMFD EMS protocols established by the City's Medical Director in cooperation with the Des Moines hospitals.

I. TRAINING FACILITY RESPONSIBILITIES. The parties do hereby agree that the Training Facility shall:

1. Assign only those students for participation in the prehospital care provided by the DMFD EMS personnel who have successfully completed the academic prerequisites to commencing their clinical infield experience as established by the Training Facility.
2. Remove any student from a clinical infield experience assignment whose conduct, actions, or presence is determined by the DMFD EMS personnel to be disruptive or otherwise an impediment to the proper provision of prehospital care to the citizens of Des Moines.
3. The Training Facility shall purchase and maintain insurance in accordance with the insurance requirements set forth in Attachment 1 to protect the Training Facility and City throughout the duration of this Agreement. The Training Facility shall not commit any act which shall invalidate any policy of insurance. The Training Facility shall defend, indemnify and hold harmless the City in accordance with the indemnification requirements set forth in Attachment 1. The Training Facility shall be subject to all terms and provisions set forth in Attachment 1 and the exhibits thereto.

4. As consideration for allowing the Training Facility's students to participate in this field care experience, make available, when it is possible within the Training Facility's established class-size limitations, sworn DMFD personnel to enroll and take for credit course work in the

Training Facility's prehospital EMT care curriculum at the request of the DMFD Fire Chief or EMS Coordinator and at no cost to the City or the individual DMFD personnel. This number is not to exceed two students per class.

5. Require all students to execute the attached Passenger/Student In-Field Orientation Form, Passenger/Student Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement and Student/Guest/Trainee Confidentiality and Non-Disclosure Agreement.

II. CITY'S RESPONSIBILITIES. The parties do hereby agree that the City shall:

1. Provide to students assigned by the Training Facility clinical in-field experience through participation in prehospital care provided by DMFD EMS personnel, such experience at the discretion and control of the DMFD EMS; and
2. Subject to the City's discretion and control, schedule the Training Facility's students to achieve maximum possible clinical in-field experience, in all aspects of the prehospital care provided by the DMFD EMS personnel so long as such scheduling may be accomplished consistent with the City's obligation to provide prehospital care to its citizens; and
3. Evaluate the performance of the Training Facility's students during their clinical in-field experience in the prehospital care provided by DMFD EMS personnel; and
4. Provide to Training Facility the facts and circumstances upon which the DMFD EMS personnel determine a Training Facility student shall be removed from participation in clinical in-field experience in the prehospital care provided by DMFD EMS personnel; and
5. Provide the Training Facility with immediate notice of any injury to a student of the Training Facility, which occurs during the student's participation in prehospital care provided by DMFD EMS personnel.
6. Provide all students with appropriate instruction in Standard Precautions as defined by the Centers for Disease Control and Prevention and have OSHA in-service documentation and in HIPPA compliance, with such records to be provided to the City upon request.

III. The Training Facility shall not discriminate or permit discrimination in its operations or employment practices against any person or group of persons on the grounds of race, color, creed, national origin, gender, age, sex, religion, sexual orientation or disability and shall furnish evidence of compliance with this provision when so requested by the City.

IV. The parties are independent contractors and are not agents, partners, associates, or joint venturers. No employee or student of the Training Facility shall be considered to be an employee, agent or servant of the City.

V. The parties agree that this agreement shall be in effect for two years from the date of the agreement listed on page one (March 1, 2009) unless terminated sooner by thirty days written notice of the party's desire to terminate the agreement.

VI. NOTICES UNDER THIS AGREEMENT SHALL BE DIRECTED TO:

DES MOINES AREA COMMUNITY COLLEGE

Thomas J. Carroll EMS Education Program Director

Responsible Staff Person

Telephone: 515-964-6820

DMFD EMS Coordinator  
DMFD Station No. 1  
9<sup>th</sup>. and Mulberry Streets  
Des Moines, IA 50309  
Telephone: (515) 283-4929

V. The form of this agreement was approved by formal resolution of the City Council of the City of Des Moines, Iowa, No. \_\_\_\_\_, dated \_\_\_\_\_, 20 \_\_\_\_\_. By such resolution, the City Council approved the terms of the form agreement and execution of such agreements by the City Manager or City Manager's designee.

TRAINING FACILITY

CITY OF DES MOINES, IOWA

Des Moines Area Community College

Name of Training Facility

By: Thomas J. Carroll  
Coordinator, Continuing Education  
EMS Education Program Director

By: \_\_\_\_\_  
City Manager or City Manager's  
Designee

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

Name

\_\_\_\_\_  
Title

APPROVED AS TO FORM:

Ann Di Donato  
Assistant City Attorney

DES MOINES FIRE DEPARTMENT

## ATTACHMENT 1

### CITY STANDARD PROFESSIONAL SERVICES – MAJOR INSURANCE & INDEMNIFICATION REQUIREMENTS (1/20/09)

#### 1. GENERAL

For purposes of this Attachment, the term "DMACC" means and includes the Des Moines Area Community College, its officers, directors, faculty, students, employees and agents performing services for DMACC, and the term "CITY" means and includes the City of Des Moines, Iowa, its elected and appointed officials, and its agents, employees, volunteers, and others working on its behalf.

DMACC shall purchase and maintain insurance to protect DMACC and the CITY) throughout the duration of the Agreement. Said insurance shall be provided by an insurance company(ies), "admitted" and "nonadmitted" to do business in the State of Iowa, having no less than an A. M. Best Rating of "B+." All policies, except professional liability, shall be written on a per occurrence basis, not a claims-made basis, and in form and amounts and with companies satisfactory to the CITY. Certificates of Insurance confirming adequate insurance coverage shall be submitted to the CITY prior to Agreement execution or commencement of work and/or services.

#### 2. INSURANCE REQUIREMENTS

A. WORKER'S COMPENSATION & EMPLOYER'S LIABILITY INSURANCE: DMACC shall procure and maintain, during the life of this Agreement, Worker's Compensation Insurance, including Employer's Liability Coverage, in accordance with all applicable statutes of the State of Iowa. The coverage limits shall include \$500,000 each accident for Bodily Injury by Accident, \$500,000 each employee for Bodily Injury by Disease, and \$500,000 policy limit for Bodily Injury by Disease.

B. COMMERCIAL GENERAL LIABILITY INSURANCE: DMACC shall procure and maintain, during the life of this Agreement, Commercial General Liability insurance on a per occurrence basis with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (a) Contractual Liability, (b) Premises and Operations, (c) Products and Completed Operations, (d) Independent Contractors Coverage, and (e) Personal and Advertising Injury.

Coverage shall be no less comprehensive and no more restrictive than the coverage provided by a standard form Commercial General Liability Policy (ISO CG 0001 including standard exclusions or a non-ISO equivalent form). Any additional exclusions shall be submitted with the Certificate of Insurance and shall be subject to the review and approval of the CITY.

C. UMBRELLA/EXCESS INSURANCE: The General Liability Insurance requirements above may be satisfied with a combination of primary and Umbrella/Excess Insurance. The Umbrella/Excess Insurance shall also be written on a per occurrence basis. If the Umbrella/Excess Insurance policy does not follow the form of the primary policy(ies), it shall include the same endorsements as required of the primary policy(ies).

D. PROFESSIONAL LIABILITY (MEDICAL MALPRACTICE) INSURANCE: DMACC shall procure and maintain, during the life of this Agreement, Professional Errors and Omissions Insurance with limits not less than \$3,000,000 per claim and in the aggregate. *If this coverage is provided for through a special General Liability Insurance form, so indicate on the Certificate*

*of Insurance.* The Consultant will notify the CITY if claims made erode the Policy Limits below those required above.

- E. ADDITIONAL INSURED STATUS: The Commercial General Liability Insurance policy shall include the CITY Additional Insured Endorsement (**or its ISO or Non-ISO equivalent**). A copy of the required endorsement language is attached.
- F. PRESERVATION OF GOVERNMENTAL IMMUNITY: The Commercial General Liability Insurance policy shall include the CITY Governmental Immunity Endorsement (**no ISO or Non-ISO substitute language is acceptable**). A copy of the required endorsement language is attached.
- G. CANCELLATION & NONRENEWAL NOTIFICATION: All insurance policies providing the coverages specified in paragraphs A, B, C and D above shall include the CITY's Cancellation and Nonrenewal Endorsement. A copy of the required endorsement language is attached.
- H. PROOF OF INSURANCE: DMACC shall provide to the CITY a Certificate(s) of Insurance evidencing all required insurance coverage as provided in paragraphs A through G and above utilizing the latest version of the ACORD form. The Certificate(s) of Insurance shall specify under "Description of Operations/Locations/Vehicle/Special Items" the title of the Agreement and that "*Where required, Additional Insured, Governmental Immunities, and Cancellation and Material Change endorsements have been included on the policies as per attached.*" These endorsements shall be attached to the Certificate(s) of Insurance so as to evidence their inclusion in the coverages required.

### 3. **INDEMNIFICATION REQUIREMENTS**

For other than professional services rendered, to the fullest extent permitted by law, DMACC agrees to defend, pay on behalf of, indemnify, and hold harmless the CITY against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith, including, but not limited to, attorneys' fees and court costs, that may be asserted or claimed against, recovered from or suffered by the CITY by reason of any injury or loss, including, but not limited to, personal injury, including bodily injury or death, property damage, including loss of use thereof, and economic damages that arise out of or are in any way connected or associated with DMACC'S participation in this Agreement.

For professional services rendered, to the fullest extent permitted by law, DMACC agrees to pay on behalf of, indemnify, and hold harmless the CITY against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith, including, but not limited to, attorneys' fees and court costs and economic damages that may be recovered from or suffered by the CITY that arise out of any negligent act, error or omission of DMACC.

DMACC'S obligation to indemnify the CITY contained in this Agreement is not limited by the amount or type of damages, compensation or benefits payable under any workers' compensation acts, disability benefit acts, or other employee benefits acts.

The CITY shall not be liable or in any way responsible for any injury, damage, liability, claim, loss or expense incurred by DMACC arising out of or in any way connected or associated with DMACC'S participation in this Agreement, except for and only to the extent caused by the negligence of the CITY.

DMACC expressly assumes responsibility for any and all damage caused to City property arising out of or in any way connected or associated with DMACC'S participation in this Agreement.

DMACC shall ensure that its activities on City property will be performed and supervised by adequately trained and qualified personnel, and DMACC will observe all applicable safety rules.

**4. WAIVER OF SUBROGATION**

- A. WAIVER OF SUBROGATION: To the fullest extent permitted by law, DMACC hereby releases the CITY, its elected and appointed officials, its agents, employees and volunteers and others working on its behalf from and against any and all liability or responsibility to the DMACC or anyone claiming through or under the DMACC by way of subrogation or otherwise, for any loss without regard to the fault of the CITY or the type of loss involved, including loss due to occupational injury. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this Agreement. DMACC'S policies of insurance shall contain a clause or endorsement to the effect that such releases shall not adversely affect or impair such policies or prejudice the right of DMACC to recover thereunder.

**5. ENDORSEMENTS**

- A. ENDORSEMENTS: All endorsements required for the work shall be attached to the appropriate Certificate or Certificates of Insurance and shall be, on the face thereof, listed by name (see attached).

**CITY OF DES MOINES, IOWA  
ENDORSEMENTS**

**CANCELLATION AND NONRENEWAL NOTIFICATION ENDORSEMENT**

Thirty (30) days Advance Written Notice of Cancellation, ten (10) days Written Notification of Cancellation due to non-payment of premium and forty-five (45) days Advance Written Notification of Non-Renewal shall be sent to: Engineering Department, City of Des Moines, City Hall, 400 Robert D. Ray Drive, Des Moines, Iowa 50309. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached.

**ADDITIONAL INSURED ENDORSEMENT**

The City of Des Moines, Iowa,, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their boards' members, employees, and volunteers, are included as Additional Insureds with respect to liability arising out of the Consultant's work and services performed for the CITY. This coverage shall be primary to the Additional Insureds', and not contributing with any other insurance or similar protection available to the Additional Insureds', whether other available coverage be primary, contributing or excess.

**GOVERNMENTAL IMMUNITIES ENDORSEMENT  
(For use when including CITY as Additional Insured)**

1. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Des Moines, Iowa, as Additional Insured does not waive any of the defenses of governmental immunity available to the City of Des Moines, Iowa, under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
3. Assertion of Government Immunity. The City of Des Moines, Iowa, shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Des Moines, Iowa.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Des Moines, Iowa, under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Des Moines, Iowa.
5. No Other Change in Policy. The insurance carrier, the City of Des Moines, Iowa, agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.