



Chandler • Arizona
Where Values Make The Difference

#40
JUL 31 2008

MEMORANDUM Fire Department Memo

DATE: JULY 18, 2006

TO: MAYOR AND CITY COUNCIL

THRU: W. MARK PENTZ, CITY MANAGER
 TOM CARLSON, ACTING FIRE CHIEF

FROM: MARC WALKER, ASSISTANT FIRE CHIEF

SUBJECT: PARAMEDIC TRAINING SERVICES AGREEMENT WITH MESA
 COMMUNITY COLLEGE

RECOMMENDATION:

Staff recommends approval of a Paramedic Training Services Agreement with Mesa Community College to cooperatively provide clinical and instructional services training for the education and training of students of the College registered in its paramedic training program.

BACKGROUND:

The Chandler Fire Department is sending nine firefighters to paramedic training. The training will be conducted at the Chandler Fire Training Center. This agreement allows the department to provide the course coordination and facilities for the program while the College provides, certification, supplies and instructor payment.

FINANCIAL IMPLICATIONS:

As outlined in the agreement, the City will pay tuition for each Chandler Firefighter who attends the course. The College will compensate the City \$63,612.48, plus \$800 per attendee to cover instructor, classroom, supply and equipment costs. Cost neutral

PROPOSED MOTION:

Move to approve the Paramedic Training Service Agreement with Mesa Community College, and authorize the Fire Chief to execute the agreement.

P.O. 355487

R# 499578 ✓



MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT
2411 West 14th Street, Tempe, AZ 85281-6942

PARAMEDIC TRAINING SERVICES AGREEMENT

This Agreement, dated _____, 2008, is by and between the Maricopa County Community College District ("MCCCD"), on behalf of MESA COMMUNITY COLLEGE ("College"), and CITY OF CHANDLER, a political subdivision of the State of Arizona ("Contractor") located at 25 SOUTH ARIZONA PLACE, CHANDLER, ARIZONA, enter into this agreement for the provision of paramedic training services ("Agreement").

BACKGROUND

- A. The parties to this Agreement wish to cooperate in providing coordinated clinical and instructional services for the education and training of City employees who are registered in College's paramedic training program, consisting of classroom instruction, clinical rotation, and on-vehicle training ("Program").
- B. College and Contractor have the ability and resources to provide the necessary classroom education and clinical experience for students to receive their certification and/or degree in the Program.
- C. The parties agree that the sole purpose of this Agreement is to train students. The parties are not business associates under the Health Insurance Portability and Accountability Act.

AGREEMENT

The parties agree as follows:

1. **EFFECTIVE DATE.** The term of this Agreement is from the start of the Program on **AUGUST 18, 2008** and its completion on **MARCH 10, 2009**.
2. **GENERAL SERVICES AND COORDINATION RESPONSIBILITIES.**
 - 2.1. The Contractor shall provide classroom instruction and coordinate the clinical and vehicle rotation portion of the Program, and supply a medical director for the Program who meets the requirements of Paragraph 4.9 ("Services") to take place at 3550 SOUTH DOBSON, CHANDLER, ARIZONA. Each class shall have a minimum of 15 students and maximum of 24 students. The parties shall agree each semester on a schedule (dates and times) for the classes and for the clinical and on-vehicle rotations.
 - 2.2. Contractor shall provide instructors for classes to be offered for the Program. The instructors directly teaching in the classroom shall at all times during this Agreement:
 - 2.2.1. Meet the faculty hiring qualifications as specified by MCCCD in the field discipline taught; and
 - 2.2.2. Meet all requirements for faculty established by ADHS.

Contractor shall ensure that its instructors advise it immediately of any change in paramedic certification. Contractor shall promptly report any certification change to the College representative. Instructors shall not be considered adjunct faculty for the College, and shall not be entitled to any of the benefits to which adjunct faculty are entitled.
 - 2.3. The Contractor shall administer written entrance examinations; conduct oral interviews of student/applicant; schedule classroom space, faculty, preceptors, clinical and vehicular rotations, and equipment for each class. The Contractor shall assure that the classes and clinical and vehicular rotations are conducted as scheduled and that faculty and, if the class is located at Contractor's site, the required equipment are present at each class.
 - 2.4. The Contractor shall work cooperatively and maintain a good relationship with the College's contractors for clinical training and on-vehicle field training in coordinating the Program.
 - 2.5. The Contractor shall be responsible for scheduling clinical rotations which comply with ADHS rules.

- 2.6. The Contractor shall comply with all requirements for the Program established by ADHS and applicable law; ensure that the class work and field experiences provided to students meet those requirements and ADHS objectives; and prepare the student to be certified by ADHS.
- 2.7. The Contractor shall, at all times during this Agreement, maintain current, and in good standing, all licenses and certifications necessary to provide the Services. The Contractor warrants that the Services shall meet the highest standards of its profession.
- 2.8. The Contractor understands that the federal Family Educational Rights and Privacy Act of 1974 applies to this Agreement and that Contractor is required to comply with that law concerning the students in the credit classes. Contractor shall not provide student roster lists, or any educational records such as grades and Social Security numbers, about those students to any person not expressly authorized by the student, MCCCDC or the College to receive such list. Information about the law's requirements is available at: <http://www.maricopa.edu/legal/ferpa/ferpapprimer.htm>

3. RECORDS.

The Contractor shall prepare and maintain the following records in an easily retrievable format:

- 3.1. Attendance logs;
- 3.2. Grade books;
- 3.3. Vehicular logs;
- 3.4. All examinations taken and graded in the Program;
- 3.5. Class schedules which include the location, date, time, division, section, topic, duration, and instructor for each class;
- 3.6. Skills evaluation sheets of students;
- 3.7. Performance evaluations for each student;
- 3.8. Assigned written student projects;
- 3.9. Instructor evaluation forms; and
- 3.10. Lesson plans.

4. STUDENT SERVICES AND COORDINATION RESPONSIBILITIES.

The Contractor shall perform the following tasks:

- 4.1. Complete the Advance Life Systems Program Course Completion Report ("Report") verifying course completion and skill competency for all students completing the course;
- 4.2. Submit an official course roster and the Report to ADHS within ten (10) working days of course completion;
- 4.3. Assist each student in completing the paperwork necessary for State of Arizona and National Registry certification examinations;
- 4.4. Coordinate and schedule the National Registry examination according to the National Registry of Emergency Medical Technicians' guidelines;
- 4.5. Assure adherence with the lesson plans and objectives of the classroom lecture portion of the Program and ADHS;
- 4.6. Assure adherence with the behavioral objectives of the clinical and vehicular portions of the Program and ADHS;
- 4.7. Provide all homework assignments, quizzes, examinations and audiovisual aides used during the Program;
- 4.8. Provide, to the College, a minimum of 30 days before the start of the Program, a Student Handbook which includes course syllabus. The Student Handbook will either be photocopied by College for distribution by Contractor; or with prior consent from the College, Contractor will make the Student Handbook available to students through electronic media.

- 4.9. Assume responsibility for payment of all skill station examiners, oral interview panelists, instructors, actor-victims and actor-partners used during the Program, including providing the Medical Director who meets ADHS requirements; and,
- 4.10. Provide to the College a list of required textbooks for the Programs with 60 calendar days of the date of the first class.

5. COLLEGE RESPONSIBILITIES.

The College shall, in support of the Programs:

- 5.1. Enter into clinical training agreements with local medical institutions and personnel;
- 5.2. Enter into on-vehicle field training agreements with local emergency medical service agencies;
- 5.3. Provide classrooms of sufficient size to accommodate course registrants if using College facilities;
- 5.4. Maintain the advanced life support training equipment required by the ADHS if using College facilities;
- 5.5. Purchase disposable supplies and replacement equipment as necessary if using College facilities;
- 5.6. Make available a 35-mm slide projector, overhead projector, television and videocassette recorder for each scheduled classroom lecture session;
- 5.7. Enroll students for the Program;
- 5.8. Enter into clinical and on-vehicle training agreements that contain insurance and indemnity provisions consistent with the insurance and indemnification provisions set forth in this Agreement; and
- 5.9. Reproduce course-related materials, including but not limited to, the Student Handbook, handouts, and examinations.

6. INSURANCE.

Each party shall maintain during this Agreement insurance policies for the coverages specified below issued by companies licensed in Arizona with a current A.M. Best rating of A:VIII or better. At the signing of this Agreement, each party shall furnish the other with certificates of insurance evidencing the required coverages, conditions, and limits required by this Agreement. Contractor may provide by letter that it is self-insured for any of the types of policies required and the amount of the self insurance. Contractor shall forward its certificate to the following address:

MCCCD Risk Manager
2411 West 14th Street
Tempe, AZ 85281
480-731-8879 / 480-731-8890 (fax)

MCCCD shall provide its certificate to the following address:

Risk Manager
City of Chandler
25 South Arizona Place
Chandler, AZ 85225
480-782-2376

The insurance policies, except Workers' Compensation and Professional Liability, shall be endorsed to name the party, its agents, officers, officials, employees, and volunteers as additional insureds with the following language or its equivalent:

[Name Party], its agents, officers, officials, employees, and volunteers are hereby named as additional insureds as their interest may appear.

If any insurance policies are written on a "claims made" basis, coverage shall extend for two years past expiration of this Agreement and must be evidenced by annual certificates of insurance. The insurance policies shall be endorsed stating that they shall not expire, be cancelled, suspended, voided or materially changed without 30 days written notice by certified mail to the other party. Each party's insurance must be primary, and any insurance or self-insurance maintained by the other party shall not contribute to it. If any part of this Agreement is subcontracted, these insurance requirements also apply to all subcontractors. The following coverage is required:

- 6.1. **Commercial General Liability** insurance with a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, personal injury, products and completed operations, and blanket contractual coverage, including but not limited to, the liability assumed under the indemnification provisions of this Agreement;
- 6.2. **Automobile Liability** insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to party's owned, hired, and non-owned vehicles;
- 6.3. **Workers' Compensation** insurance with limits statutorily required by any Federal or state law and **Employer's Liability** insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit; and
- 6.4. **Professional liability** insurance covering acts, errors, mistakes, and omissions arising out of the work or services performed by party, or any person employed by party, with a limit of not less than \$1,000,000 each claim.

7. COMPENSATION.

- 7.1. The Contractor shall be compensated as follows, after submission of an invoice detailing the work performed and referencing the MCCCCD purchase order:
 - 7.1.1. The fixed sum of \$63,612.48 per Program the Services; and,
 - 7.1.2. If Contractor provides the classroom space and related supplies and equipment, a fee of \$800 per each student who enrolls in one of the Programs on the official College 45th day enrollment report.
- 7.2. The College may make progress payments to the Contractor of the sum specified in Paragraph 7.1.1. The total amount of the progress payments invoiced for and made shall, for each payment, reasonably relate to the pro rata share of the total contract work that the Contractor has performed on the date of the last payment. The College shall have the discretion to determine the appropriate amount of each progress payment.

8. **INDEMNIFICATION.** To the fullest extent permitted by law, each party shall defend, indemnify, and hold harmless the other party, its agents, officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses (including but not limited to attorney fees and court costs) arising from the acts, errors, mistakes, omissions, work or service of the party, its agents, employees, or any tier of its subcontractors in the performance of this Agreement. The amount and type of insurance coverage requirements of this Agreement will in no way be construed as limiting the scope of indemnification in this Paragraph.
9. **NON-DISCRIMINATION.** Neither party shall illegally discriminate in either the provision of services, or in employment, against any person because of sex, race, disability, national origin, veteran's status, sexual preference, or religion. Each party agrees to comply with all applicable federal and state laws, rules, regulations, and executive orders relating to non-discrimination, affirmative action, and equal employment opportunity.
10. **CONFLICT OF INTEREST.** This Agreement may be terminated by any party to this Agreement that is a public entity under Arizona Revised Statutes §38-511 for a violation of that statute (Cancellation for conflict of interest - <http://www.azleg.state.az.us/ars/38/00511.htm>) for a violation of that statute. This notice complies with the requirements of that statute.
11. **UNAVAILABILITY OF FUNDS.** Either party may terminate this Agreement if funds become unavailable during subsequent fiscal years.
12. **MODIFICATION.** The parties may modify this Agreement, including extending it, through a written amendment signed by a representative of each party authorized to sign contracts for each party.
13. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Arizona.
14. **AUTHORIZATION.** Each party warrants that the person signing this Agreement on its behalf is authorized to do so.

15. **NOTICES.** All notices required to be given under this Agreement shall be sufficient if sent by electronic mail, facsimile, or U.S. Mail as follows:

For MCCCCD: Margaret E. McConnell, Assistant General Counsel
Maricopa County Community College District
2411 West 14th Street, Tempe, AZ 85281-6942
Tel: 480-731-8888 Fax: 480-731-8890

For Contractor: Paul Nies, EMS Battalion Chief
PO Box 4008, Mail Stop 801, Chandler, Arizona 85244-4008
Tel: (480) 782-2133 Fax: (480) 782-2108

16. **INDEPENDENT CONTRACTOR.** College faculty, staff, and students are not officers, agents, or employees of the Contractor, and Contractor's employees are not officers, agents, or employees of MCCCCD.

17. **INTEGRATION.** This Agreement contains the entire understanding between the parties. All prior negotiations between the parties are merged into this Agreement, and there are no other understandings or agreements. This Agreement may not be modified except by written amendment signed by both parties.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first written above.

CONTRACTOR:
CITY OF CHANDLER

MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT
for MESA COMMUNITY COLLEGE

By: _____

By: Margaret E. McConnell

Printed Name: _____

Name: Margaret E. McConnell

Title: _____

Title: Assistant General Counsel

Date: _____

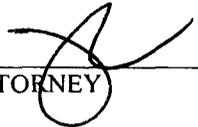
Date: 7-1-08

~~Requisition~~ / PO No.: 489578 355487

ATTEST:

CITY CLERK

APPROVED AS TO FORM:


CITY ATTORNEY

P.O. 35598 7

R# 493578 ✓



MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT
2411 West 14th Street, Tempe, AZ 85281-6942

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OFFICE OF GENERAL COUNSEL
RECEIVED

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- 5.7. Enroll students for the Program;
- 5.8. Enter into clinical and on-vehicle training agreements that contain insurance and indemnity provisions consistent with the insurance and indemnification provisions set forth in this Agreement; and
- 5.9. Reproduce course-related materials, including but not limited to, the Student Handbook, handouts, and examinations.

6. INSURANCE.

Each party shall maintain during this Agreement insurance policies for the coverages specified below issued by companies licensed in Arizona with a current A.M. Best rating of A:VIII or better. At the signing of this Agreement, each party shall furnish the other with certificates of insurance evidencing the required coverages, conditions, and limits required by this Agreement. Contractor may provide by letter that it is self-insured for any of the types of policies required and the amount of the self insurance. Contractor shall forward its certificate to the following address:

MCCCD Risk Manager
2411 West 14th Street
Tempe, AZ 85281
480-731-8879 / 480-731-8890 (fax)

MCCCD shall provide its certificate to the following address:

Risk Manager
City of Chandler
25 South Arizona Place
Chandler, AZ 85225
480-782-2376

The insurance policies, except Workers' Compensation and Professional Liability, shall be endorsed to name the party, its agents, officers, officials, employees, and volunteers as additional insureds with the following language or its equivalent:

[Name Party], its agents, officers, officials, employees, and volunteers are hereby named as additional insureds as their interest may appear.

If any insurance policies are written on a "claims made" basis, coverage shall extend for two years past expiration of this Agreement and must be evidenced by annual certificates of insurance. The insurance policies shall be endorsed stating that they shall not expire, be cancelled, suspended, voided or materially changed without 30 days written notice by certified mail to the other party. Each party's insurance must be primary, and any insurance or self-insurance maintained by the other party shall not contribute to it. If any part of this Agreement is subcontracted, these insurance requirements also apply to all subcontractors. The following coverage is required:

- 6.1. **Commercial General Liability** insurance with a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, personal injury, products and completed operations, and blanket contractual coverage, including but not limited to, the liability assumed under the indemnification provisions of this Agreement;
- 6.2. **Automobile Liability** insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to party's owned, hired, and non-owned vehicles;
- 6.3. **Workers' Compensation** insurance with limits statutorily required by any Federal or state law and **Employer's Liability** insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit; and
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8. **INDEMNIFICATION.** To the fullest extent permitted by law, each party shall defend, indemnify, and hold harmless the other party, its agents, officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses (including but not limited to attorney fees and court costs) arising from the acts, errors, mistakes, omissions, work or service of the party, its agents, employees, or any tier of its subcontractors in the performance of this Agreement. The amount and type of insurance coverage requirements of this Agreement will in no way be construed as limiting the scope of indemnification in this Paragraph.

9. **NON-DISCRIMINATION.** Neither party shall illegally discriminate in either the provision of services, or in employment, against any person because of sex, race, disability, national origin, veteran's status, sexual preference, or religion. Each party agrees to comply with all applicable federal and state laws, rules, regulations, and executive orders relating to non-discrimination, affirmative action, and equal employment opportunity.

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Maricopa County Community College District
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IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first written above.

CONTRACTOR:
CITY OF CHANDLER

MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT
for MESA COMMUNITY COLLEGE

By: _____

By: Margaret E. McConnell

Printed Name: _____

Name: Margaret E. McConnell

Title: _____

Title: Assistant General Counsel

Date: _____

Date: 7-1-08

Requisition / PO No.: ~~433578~~ 355487

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY