

REPORT / RECOMMENDATION



To: MAYOR AND CITY COUNCIL

Agenda Item #: IV. C.

From: Tom M. Schmitz, Fire Chief

Action

Discussion

Date: April 7, 2015

Information

Subject: Fire Department Medical Control and Direction Agreement

Action Requested:

Approve and sign Amendment VII

Information / Background:

Medical control and direction is required as part of providing an ambulance service. Our current agreement has been with Hennepin County Medical Center since 2002. Dr. Jeff Ho is resigning his position due to other commitments within Hennepin County and Dr. Paul Nystrom, Edina Fire Department Associated Medical Director, will take over the role of Medical Director. Amendment VII to the 2002 Medical Control and Direction Agreement provides for this transition.

We have a strong working relationship with Hennepin County Medical Center and we have had a very favorable experience with Dr. Paul Nystrom as our Associate Medical Director. The City attorney has reviewed all attached documents and has no concerns. Staff recommends approval and signing Amendment VII.

Attachments:

Original 2002 Medical Control and Direction Agreement

Amendment VII

Certificate of Insurance

MEDICAL CONTROL AND DIRECTION AGREEMENT

THIS AGREEMENT is made and entered into as of July 1, 2002 ("Effective Date"), by and between the City of Edina ("Edina") and Hennepin Faculty Associates ("HFA").

PREAMBLES

WHEREAS, Edina desires to retain HFA to provide professional support for medical direction and supervision of the Edina Police Department and the Edina Fire Department, including, but not limited to, the Advanced Life Support Ambulance Service operated by the Edina Fire Department (the "Edina Ambulance Services") and to consult upon request with other departments of Edina on medical related issues;

WHEREAS, HFA desires to provide medical direction and supervision of the medical care rendered by the Edina Police Department, Edina Fire Department and the Edina Ambulance Services, as set forth in this Agreement and to consult upon request with other departments of Edina on medical related issues.

NOW THEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein, the parties agree as follows:

ARTICLE I

Duties of HFA

1.1 Appointment of Medical Director. HFA shall provide Edina with the professional services of one of its physicians ("Physician") who shall serve as the Medical Director for the Edina Police Department, the Edina Fire Department and the Edina Ambulance Services ("Medical Director") and to consult upon request with other departments of Edina on medical related issues. The Physician as of the Effective Date is Jeffrey Ho, M.D. The physician rendering medical direction and supervision under the Agreement may change from time to time by the mutual agreement of the parties.

1.2 Qualifications of Physician. At all times during the term of this Agreement, Physician shall be licensed as a physician, in good standing, in the State of Minnesota and shall be a member in good standing of the medical staff of HFA.

1.3 Medical Direction. HFA and Physician will provide medical direction to the Edina Police Department, Edina Fire Department and Edina Ambulance Services and supervision of the medical care rendered thereby and to consult upon request with other departments of Edina on medical related issues. Medical direction shall include the services outlined in Article II.

1.4 Continuing Education. HFA, through its Physician, will provide continuing medical education services, which will assist the Edina ambulance personnel in maintaining their certifications as required by the Minnesota Health Department. It may be necessary for the

Edina ambulance personnel to seek continuing education services beyond those available through HFA, however HFA will provide the following education services:

- A. Presentations on selected clinical topics will be provided on a regular basis by the Physician or his designee. Any appropriate educational meetings or seminars provided by HFA to its own staff will also be available to Edina ambulance personnel.
- B. Ambulance run reports will be reviewed on a regular basis with the Edina ambulance personnel, and will provide feedback on performance problems or operating issues.
- C. Clinical skills review will be provided for Edina ambulance personnel on a regular basis under the review of the Physician.
- D. HFA will work with Edina ambulance personnel to evaluate the need for and selection of continuing education resources beyond those available through HFA.
- E. Continuing education topics, schedules and locations may be modified by mutual agreement between HFA and Edina.

ARTICLE II

Medical Direction Services

2.1 HFA Services. In providing medical direction and supervision to the Edina Police Department, Edina Fire Department and Edina Ambulance Services and consulting upon request with other departments of Edina on medical related issues, HFA and Physician shall:

- A. Develop and review policies and procedures defining the standards of care and how they are to be implemented.
- B. Review incident reports originating from hospital or ambulance personnel and assist in resolving citizen, hospital or physician complaints or questions about provision of emergency medical care.
- C. Report ambulance patient care problems and public complaints on ambulance patient care and transport to Edina.
- D. Assist Edina in planning for future changes in the provision of ambulance services by Edina Ambulance Services and render advice on the purchase of medical equipment and supplies.
- E. Participate in long-range planning efforts to determine the future direction of Edina Ambulance Services.
- F. Provide advice, if requested, on the organization and structure of the ambulance service.
- G. Service as a resource and advisor for Edina Ambulance Services personnel regarding medical care and performance-related concerns.

- H. Participate, if requested, in the selection and evaluation of Edina Ambulance Services personnel.
- I. Consult with other departments of Edina on medical related issues.

2.2 Edina Compliance. In order to facilitate HFA in performing the services and activities covered by this Agreement, Edina shall:

- A. Implement the medical protocols and guidelines developed by Physician for the Edina Police Department, Edina Fire Department and Edina Ambulance Services and other departments of Edina.
- B. Report patient care problems and public complaints on ambulance patient care and transport to the Physician.
- C. Involve Physician in the evaluation and selection process of patient care equipment.
- D. Provide Physician with copies of all ambulance run reports for evaluation and review.
- E. Provide Physician with information on the training and certification of all Edina ambulance personnel.
- F. Operate Edina Ambulance Services in accordance with Minnesota Statute Sections 144.801-144.8091 (Life Support Transportation Licensing Law) and Minnesota Rules 4690.0100 at seq.

2.3 Review of Services. The parties shall meet on a regular basis to review the services being provided under this Agreement.

ARTICLE III

Payment

In consideration of HFA providing medical control and medical direction services as described in this Agreement, Edina shall annually pay HFA the sum of \$26,000. Edina certifies that such compensation paid to HFA is fair market value for medical leadership and is attributable solely to HFA's services to the Edina Police Department, Edina Fire Department and Edina Ambulance Services. On or before each December 1 HFA and Edina shall review and approve the amount to be paid to HFA for providing the services described in the Agreement for the following calendar year. If parties do not approve a change in the amount paid to HFA under the Agreement for the following calendar year, HFA shall be paid for such calendar year the same amount payable under this Agreement for the prior calendar year.

ARTICLE IV

Independent Contractor Status

4.1 Independent Contractors. The relationship between the parties is such that Edina, HFA and Physician are independent contractors. Edina shall neither have nor exercise control over the means or methods by which HFA or Physician performs the services. Nothing in this Agreement shall be construed as creating an employer-employee relationship between HFA or Physician and Edina. Neither party shall have the authority or right legally to bind the other in contract, debt or otherwise, and neither party shall be liable for any obligation acquired or incurred by the other, except as might otherwise be provided herein. Nothing herein is intended to limit the ability of HFA or Physician to practice medicine or to contract with other parties. Nothing herein is intended to limit the ability of Edina to contract with or retain other parties.

4.2 Work Standards. HFA and Physician shall control the manner, method and means of performing medical direction and supervision to the Edina Police Department, Edina Fire Department and Edina Ambulance Services. The medical direction shall at all times be performed in accordance with customary professional standards in the community, consistent with general HFA policies, rules and regulations.

4.3 Withholding and Taxes. Edina shall not be liable for any withholding or payment, either for taxes, benefits, or other items on behalf of Physician. HFA shall be exclusively liable for any benefits, unemployment taxes, unemployment insurance, worker's compensation insurance or other withholding from the pay of Physician and other employees of HFA.

4.4 Professional Liability Insurance. HFA shall procure and maintain (a) medical malpractice or professional liability insurance, or both medical malpractice and professional liability insurance, with coverage limits of \$1,000,000 per occurrence and \$3,000,000 in the aggregate, and (b) comprehensive general or umbrella liability insurance, or both comprehensive general and umbrella liability insurance, with coverage limits of \$5,000,000 in the aggregate. HFA's coverage must be placed with responsible, financially sound insurance carriers authorized or approved to write coverage in the State of Minnesota. HFA's medical malpractice insurance shall be either occurrence or claims made with an extended period reporting option.

ARTICLE V

INDEMNIFICATION

Edina agrees to indemnify and hold HFA, its officers, directors, contractors (including, without limitation, physicians with whom HFA contracts for medical direction of the Edina Police Department, Edina Fire Department and Edina Ambulance Service and other services provided by HFA under this Agreement), employees and agents harmless from any liability claims, damages, cost, judgments or expenses resulting directly or indirectly from any act or commission or omission upon the part of Edina, its officers, agents, employees or contractors in the performance of its individual services provided by this Agreement and against all loss by reason of failure of Edina to fully perform in any respect, all obligations under this Agreement. Edina acknowledges that it is solely responsible for employment matters with respect to Edina

employees, and consequently, the foregoing indemnification applies, without limitation, to claims made by employees based on their employment relationship with Edina.

HFA agrees to indemnify and hold Edina, its officers, contractors, employees and agents harmless from any liability claims, damages, cost judgments or expenses resulting directly or indirectly from any act or commission or omission upon the part of HFA, its officers, agents, employees or contractors in the performance of its individual services provided by this Agreement and against all loss by reason of failure of HFA to fully perform in any respect, all obligations under this Agreement.

Edina's liability pursuant to this article shall be limited to the limits set forth in Minnesota Statutes 466.04.

ARTICLE VI

Term and Termination

6.1 Term. This Agreement shall commence on the Effective Date and shall continue until terminated.

6.2 Termination. This Agreement may be terminated as follows:

A. By either party, with or without cause, by giving written 60-day notice of the intent to terminate the Agreement.

B. By either party immediately in the event of a material breach or default of this Agreement by the other which is not cured within thirty (30) days of notice of such default.

ARTICLE VII

Miscellaneous

7.1 Assignability. This Agreement is a personal services contract and shall not be assignable by HFA.

7.2 Modification. This Agreement may be amended or modified at any time by mutual agreement of HFA and Edina. Such amendment or modification shall be made in writing and signed by the party against whom the same is sought to be enforced.

7.3 Entire Agreement. This Agreement constitutes the entire agreement between Edina and HFA with respect to the matters addressed herein.

7.4 Governing Law. This Agreement is made in and shall be construed under the laws of the State of Minnesota.

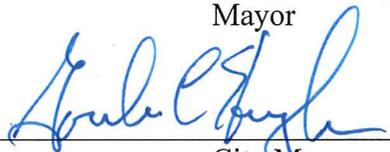
7.5 **Notices.** All notices hereunder by either party to the other shall be in writing. All notices, demands and requests shall be deemed given when mailed, postage prepaid, registered or certified mail, return receipt requested:

If to Edina at: City of Edina
Attention: City Manager
4801 West 50th Street
Edina, MN 55424

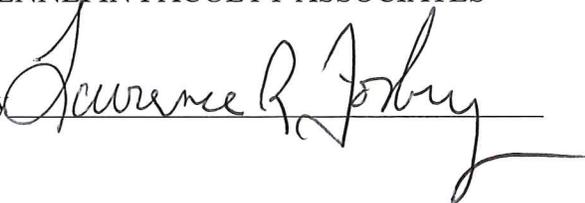
If to HFA at: Hennepin Faculty Associates
Attention: Director of Contracting
700 HFA Building
914 South 8th Street
Minneapolis, MN 55404

CITY OF EDINA

By 
Mayor

And 
City Manager

HENNEPIN FACULTY ASSOCIATES

By 

AMENDMENT VII TO THE
MEDICAL CONTROL AND DIRECTION AGREEMENT

The Medical Control and Direction Agreement effective July 1, 2002 ("Initial Effective Date"), by and between the City of Edina ("Edina") and Hennepin Faculty Associates ("HFA") and Assigned to Hennepin Health System Inc. doing business as Hennepin County Medical Center ("HCMC") pursuant to an Assignment of Contract entered into among HFA, HCMC and Edina dated December 15, 2011 is hereby amended.

Article 1.1 is amended as follows:

HCMC shall provide Edina with the professional services of one of its physicians ("Physician") who shall serve as the Medical Director of the Edina Police Department, the Edina Fire Department and the Edina Ambulance Services ("Medical Director") and to consult upon request with other departments of Edina on medical related issues. The Physician as of the Effective Date is Dr. Paul Nystrom, M.D. The physician rendering medical direction and supervision under the Agreement may change from time to time by the mutual agreement of the parties.

This Amendment shall be effective April 7, 2015. Except as described herein, all terms and conditions of the above referenced Medical Control and Direction Agreement remain in full force and effect.

CITY OF EDINA

By: _____
Mayor

Printed Name: _____

Date: _____

And _____
City Manager

Printed Name: _____

Date: _____

**HENNEPIN HEALTHCARE SYSTEM, INC.,
doing business as Hennepin County Medical Center**

By: _____
Chief Financial Officer

Printed Name: Larry Kryzaniak

Printed Title: _____

Date: _____



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MMICgroup.com

Certificate of Insurance

This is to certify that the MMIC Insurance, Inc. has issued to the insured the policy identified herein by policy number, policy term and limits of liability, which affords PHYSICIANS AND SURGEONS PROFESSIONAL LIABILITY INSURANCE. This certificate of insurance does not amend, extend or otherwise alter the terms, conditions, or limits of the insurance afforded by the policy.

INSURED'S NAME: Paul C. Nystrom MD
INSURED TYPE: Clinic Practitioner
ADDRESS: HCMC
701 Park Ave
Physician Services
Minneapolis, MN 55415-1829
POLICY TYPE: Claims-Made
POLICY NUMBER: MCL001530
POLICY LIMITS: \$1,000,000 each claim
\$3,000,000 aggregate
POLICY TERM: from 04/01/2015 to 01/01/2016
RETROACTIVE DATE: 04/01/2015

Retroactive Date is the date listed on the Declarations Page which is the first date that coverage applies to any claim or suit covered under this policy.

If the insured type listed above is shown as a clinic, hospital, or solo practitioner, employees of the insured are included as additional insureds while acting within the scope of their employment duties for the insured. This additional insured coverage excludes coverage for interns, externs, residents, dental, osteopathic, chiropractic or medical doctors, podiatrists, nurse mid-wives, certified registered nurse anesthetists and heart/lung perfusionists.

The cancellation portion of this certificate is left blank and no notice other than that provided by the policy is guaranteed, promised, or implied from the issuance of this certificate.

Policy No: MCL001530
Issue Date: 03/12/2015