

Resolution No. 22-45

RESOLUTION OF SOUTH OGDEN CITY APPROVING AN AGREEMENT WITH OGDEN REGIONAL HOSPITAL AND PLEASANT VIEW FREE STANDING ER FOR TRAINING OF NON-PHYSICIAN CLINICAL PROFESSIONALS, AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE IMMEDIATELY UPON POSTING AND FINAL PASSAGE.

WHEREAS, the City Council finds that the City of South Ogden ("City") is a municipal corporation duly organized and existing under the laws of Utah; and,

WHEREAS, the City Council finds that in conformance with Utah Code ("UC") § 10-3-717 the governing body of the city may exercise all administrative powers by resolution including, but not limited to regulating the use and operation of municipal property and programs; and,

WHEREAS, the City Council desires that employees receive ongoing training in order to more fully serve the residents of South Ogden City; and,

WHEREAS, the City Council finds that Ogden Regional Medical Center and Pleasant View Free Standing ER have offered to provide a clinical learning experience through the application of knowledge and skills in actual patient-centered treatment situations in a health care setting to South Ogden's paramedics and emergency medical technicians (non-physician clinical professionals; and,

WHEREAS, the City Council finds that in order to provide the training, Ogden Regional Medical Center and Pleasant View Free Standing ER desire that the terms of the training and use of their facilities be set out in writing; and,

WHEREAS, the City Council finds that the terms as set out in the attached agreement are acceptable and the agreement will further the ends of providing training for South Ogden City employees; and,

WHEREAS, the City Council finds that the increase in the safety and well-being of South Ogden City residents requires the actions contemplated,

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF SOUTH OGDEN AS FOLLOWS:

SECTION 2 - CONTRACT AUTHORIZED

That The "**Affiliation Agreement for Non-Physician Clinical Professionals**",

Attached Hereto As **Attachment "A"** And By This Reference Fully Incorporated Herein, Is Hereby Approved And Adopted; And That The City Manager Is Authorized To More Fully Negotiate Any Remaining Details Under The Agreement On Behalf Of The City And Then To Sign, And The City Recorder Authorized To Attest, Any And All Documents, Reasonably Necessary To Effect This Authorization And Approval.

The foregoing Recitals are incorporated herein.

SECTION 3 - PRIOR ORDINANCES AND RESOLUTIONS

The body and substance of all prior Resolutions, with their provisions, where not otherwise in conflict with this Resolution, are reaffirmed and readopted.

SECTION 4 - REPEALER OF CONFLICTING ENACTMENTS

All orders, and Resolutions regarding the changes enacted and adopted which have been adopted by the City, or parts, which conflict with this Resolution, are, for such conflict, repealed, except this repeal shall not be construed to revive any act, order or resolution, or part repealed.

SECTION 5 - SAVINGS CLAUSE

If any provision of this Resolution shall be held or deemed or shall be invalid, inoperative or unenforceable such shall render no other provision or provisions invalid, inoperative or unenforceable to any extent whatever, this Resolution being deemed the separate independent and severable act of the City Council of South Ogden City.

SECTION 6 - DATE OF EFFECT

This Resolution shall be effective on the 1st day of November, 2022, and after publication or posting as required by law.

PASSED AND ADOPTED BY THE CITY COUNCIL OF SOUTH OGDEN CITY, STATE OF UTAH, on this 1st day of November, 2022.

SOUTH OGDEN CITY

Russell Porter
Mayor

ATTEST:

Leesa Kapetanov, CMC
City Recorder

ATTACHMENT "A"

Resolution No. 22-45

Resolution Of South Ogden City Approving An Agreement With Ogden Regional Hospital And Pleasant View Free Standing ER For Training Of Non-Physician Clinical Professionals, And Providing That This Resolution Shall Become Effective Immediately Upon Posting And Final Passage.

01 Nov 22

AFFILIATION AGREEMENT FOR NON- PHYSICIAN CLINICAL PROFESSIONALS

THIS AFFILIATION AGREEMENT FOR NON-PHYSICIAN CLINICAL PROFESSIONALS (this “Agreement”) is made as of November 1, 2022 (the “Effective Date”) by and between South Ogden Fire Department ("EMS Agency) and Ogden Regional Medical Center and Pleasant View Free Standing ER ("Hospital"). EMS Agency and Hospital may be referred to herein individually as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, EMS Agency offers to its paramedics and emergency medical technicians (“Non-Physician Clinical Professionals”) opportunities for outreach clinical training (the “Training Program”);

WHEREAS, EMS Agency desires to provide the Training Program to its Non-Physician Clinical Professionals a clinical learning experience through the application of knowledge and skills in actual patient-centered treatment situations in a health care setting; and

WHEREAS, Hospital will make the Ogden Regional Medical Center and Pleasant View Free Standing ER available to EMS Agency for such clinical learning experience, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby agree as follows:

1. RESPONSIBILITIES OF EMS AGENCY.

- (a) **Clinical Program**. EMS Agency will develop, implement, and operate the clinical learning experience component of the Training Program at the Facility in a form and format acceptable to Hospital ("Clinical Program"). EMS Agency may modify the Clinical Program from time to time with Hospital’s permission and will promptly incorporate reasonable changes to the Clinical Program requested by Hospital from time to time. With respect to the Clinical Program, EMS Agency will:
- (i) ensure the adequacy of Training Program resources, including up-to-date reference materials, and the academic preparation of participants enrolled in the Training Program, including theoretical background, basic skills, professional ethics, and attitude and behavior, for participation in the Clinical Program and will assign to the Clinical Program only those Training Program participants who have demonstrated the ability to successfully participate in the Clinical Program (each a “Clinical Program Participant,” as defined in Subsection 1(b)(ii) below);
 - (ii) provide training and orientation and document the provision of such training and orientation for each Clinical Program Participant with respect to applicable Hospital policies and procedures;
 - (iii) provide training for Hospital’s representatives who will support the Clinical Program

regarding Clinical Program features and expectations, and Clinical Program Participant evaluations, as requested by Hospital from time to time;

- (iv) identify to Hospital each Clinical Program Participant who will participate in training as soon as that information is reasonably available to EMS Agency ;
- (v) ensure that Clinical Program Participants comply with applicable laws and Hospital policies and procedures when onsite at the Facility;
- (vi) ensure that Clinical Program Participants treat Hospital patients, staff, and Clinical Program supervisors with courtesy and respect and do not disrupt Facility operations or the provision of health care services for Hospital's patients;
- (vii) timely prepare and update with input from Hospital rotation schedules for each Clinical Program Participant throughout each Rotation and coordinate the same with Hospital;
- (viii) ensure that Clinical Program Participants arrive early for each scheduled rotation, except when a Clinical Program Participant has an approved absence or is ill or attending to a personal emergency;
- (ix) provide continuing oral and written communication with Hospital regarding Clinical Program Participants' Clinical Program performance and evaluation and other pertinent information;
- (x) participate and ensure that Clinical Program Participants participate in Hospital's Quality Assurance and related programs;
- (xi) participate and ensure that Clinical Program Participants participate in Hospital training as determined necessary by Hospital from time to time; and
- (xii) promptly perform additional duties to facilitate operation of the Clinical Program as may be deemed reasonable or necessary by Hospital from time to time.

(b) **Responsibility.**

- (i) EMS Agency will retain ultimate responsibility for the appointment of faculty from the Clinical Program to support the Clinical Program, for educating and supervising Clinical Program Participants and for evaluating Clinical Program Participants' performance with respect to the Clinical Program.
- (ii) Without limiting the foregoing, all Clinical Program Participants, Clinical Program faculty and other EMS Agency representatives onsite at the Facility (collectively "Clinical Program Participants") shall be accountable to the Facility's Administrator while onsite at the Facility.
- (iii) EMS Agency will address all Clinical Program Participant complaints, claims, requests, and questions regarding the Clinical Program. If necessary, EMS Agency's Clinical

Program Representative will follow-up with Hospital's Clinical Program Representative to address unresolved issues.

- (c) **Compliance with Program Requirements.** EMS Agency acknowledges that compliance by EMS Agency and each Clinical Program Participant with the terms and conditions of this Agreement and Hospital policies and procedures is a condition precedent to Clinical Program Participant access to the Facility. Non-compliance or partial compliance with any such requirement may result in an immediate denial of access or re-access to the Facility.
- (d) **Dress Code.** EMS Agency will cause Clinical Program Participants to conform to reasonable personal appearance standards imposed by Hospital and wear ID badges as requested by Hospital from time to time. Clinical Program Participants are responsible to provide or pay for their own meals at the Facility. EMS Agency acknowledges and will regularly inform Clinical Program Participants that Hospital is not responsible for personal items lost or stolen at the Facility.
- (e) **Use of the Facility.** EMS Agency will ensure that Program Participants use the Facility solely for the purpose of providing to Clinical Program Participants clinical learning experience pursuant to the Clinical Program.
- (f) **Records.** EMS Agency will cause each Clinical Program Participant to timely complete and save in Hospital's systems, as directed by Hospital, accurate records of all services provided by the Clinical Program Participant to a Hospital patient ("Records"). All Records are and will remain the property of Clinical Hospital, subject to the rights of patients with respect to such records and to the terms of applicable law. Hospital will provide to EMS Agency a copy of Records for all lawful purposes, including defense of liability claims.
- (g) **Program Participants.** EMS Agency will provide to Hospital information regarding each Clinical Program Participant, including health examination and immunization records, documentation attesting to the competency of Clinical Program faculty (e.g., state licensure, board certification in the relevant Specialty, etc.) and background checks and drug screens as determined reasonably necessary in Hospital's discretion from time to time.
- (h) **Program Participant Statements.** EMS Agency shall require each Clinical Program Participant to sign a Statement of Responsibility, in the form attached hereto as Exhibit A, and a Statement of Confidentiality and Security, in the form attached hereto as Exhibit B prior to each rotation.
- (i) **Liability Insurance.** EMS Agency shall obtain and maintain occurrence-type general and professional liability insurance coverage in amounts not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) annual aggregate per Clinical Program Participant, with insurance carriers or self-insurance programs approved by Hospital and covering the acts and omissions of Clinical Program Participants. If such coverage is provided on a claims-made basis, then such insurance shall continue throughout the Term and upon the termination or expiration of this Agreement, EMS Agency shall purchase tail coverage for a period of three years after the termination or expiration of this Agreement (said tail coverage shall be in amounts and type equivalent to the claims-made coverage). EMS Agency shall further, at its expense, obtain and maintain for the Term workers' compensation

insurance and unemployment insurance for EMS Agency -employed Clinical Program Participants. EMS Agency shall provide evidence of worker's compensation coverage, which complies with state law, for each Clinical Program Participant providing services at Hospital through the Clinical Program. EMS Agency will notify Hospital at least thirty (30) calendar days in advance of any cancellation or modification of insurance coverage required hereunder and shall promptly provide to Hospital, upon request, certificates of insurance evidencing the above coverage.

- (j) **Health of Program Participants.** EMS Agency acknowledges that as between Hospital and EMS Agency, EMS Agency is responsible for arranging for each Clinical Program Participant's medical care and/or treatment, including transportation, in case of illness or injury while participating in the Clinical Program. EMS Agency further acknowledges that Hospital is not and will not be financially responsible for a Clinical Program Participant's medical care or treatment regardless of the Clinical Program Participant's condition or injury or cause of injury whether occurring at the Facility or otherwise and regardless of fault or cause of injury.

EMS Agency shall provide to Division Contact (noted on page 11) an *Attestation of Vaccination Status* via form in **Exhibit C** prior to initial rotation, which would attest to the following immunizations.

- i. Negative Tuberculin skin test;
 - ii. Proof of Rubella and Rubeola immunity by positive antibody titers or two (2) doses of MMR;
 - iii. Proof of Varicella immunity, by positive history of chickenpox or Varicella immunization;
 - iv. Proof of Influenza vaccination during the flu season, October 1 to March 31, (or dates defined by CDC), or a signed Declination Form; Proof of Hepatitis B immunization or declination of vaccine, if patient contact is anticipated; and
 - v. Proof of Tdap immunization.
- (k) **Performance.** All faculty provided by EMS Agency to support the Clinical Program shall be faculty members of the Training Program, duly licensed, certified, or otherwise qualified to support the Clinical Program in the capacity proposed by EMS Agency. EMS Agency and all Clinical Program Participants shall perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules, and regulations of Hospital and any non-conflicting rules and regulations of EMS Agency as may be in effect from time to time. Neither EMS Agency nor any Clinical Program Participant shall interfere with or adversely affect the operation of Hospital or the performance of services therein.

- (l) **Background Checks.**

EMS Agency shall provide to Division Contact (noted on page 11) an *Attestation of Satisfactory Background Investigation* in the form attached hereto as **Exhibit C** prior to initial rotation. If

the background check discloses adverse information about a Clinical Program Participant, EMS Agency shall immediately remove the participant from the Clinical Program

- (i) EMS Agency will ensure that each Clinical Program Participant attests prior to initial rotation, a background check acceptable to Hospital, including, at a minimum, the following:
 - A. Social security number verification;
 - B. Criminal search (7 years or up to 5 criminal searches);
 - C. Employment verification to include reason for separation and eligibility for re-employment for each employer for 7 years;
 - D. Sex offender and predator registry search;
 - E. HHS/OIG exclusions database;
 - F. GSA list of parties excluded from federal programs;
 - G. U.S. Treasury, Office of Foreign Assets Control (OFAC), list of specially designated nationals (SDN); and
 - H. Applicable state exclusion list, if available.
- (ii) Background checks for Clinical Program Participants who will be treating patients in the Facility shall also attest to all of the above, and the following:
 - A. Education verification (highest level);
 - B. Professional license verification;
 - C. Certifications and designations check;
 - D. Professional disciplinary action search;
 - E. Department of Motor Vehicle driving history, based on responsibilities; and
 - F. Consumer credit report, based on responsibilities.
- (m) **Documentation**. EMS Agency will maintain all documentation required to evidence compliance by each Clinical Program Participant with the terms and conditions of Subsections 1(g) - (m) of this Agreement during the Term and for at least six (6) years following expiration or termination of this Agreement.
- (n) **Access to Resources**. The EMS Agency shall ensure that its department heads have authority to ensure Clinical Program Participant access to appropriate resources for the Clinical Program Participants' education.

2. RESPONSIBILITIES OF HOSPITAL.

- (a) Hospital will make Facility access reasonably available to Clinical Program Participants and reasonably cooperate with EMS Agency's orientation of all Clinical Program Participants to the Facility. Hospital shall provide Clinical Program Participants with access to appropriate clinical experience resources for the Clinical Program. Hospital shall provide reasonable opportunities for Clinical Program Participants to observe and assist in various aspects of patient care to the extent permitted by applicable law and without disruption of patient care or Hospital operations. Hospital shall at all times retain ultimate control of the Hospital and responsibility for patient care and quality standards.
- (b) Upon the request of EMS Agency, Hospital shall assist EMS Agency in the evaluation of each Clinical Program Participant's performance in the Clinical Program. Any such evaluations shall be returned to EMS Agency in a timely manner. However, EMS Agency shall at all times remain solely responsible for the evaluation and education of Clinical Program Participants.
- (c) Hospital will ensure that the Facility complies with applicable state and federal workplace safety laws and regulations. In the event a Clinical Program Participant is exposed to an infectious or environmental hazard or other occupational injury (i.e., needle stick) while at the Facility, it shall provide, upon notice of such incident from the Clinical Program Participant, such emergency care as is provided its employees, including, where applicable: examination and evaluation by Facility's emergency department or other appropriate facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCV), and/or HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that the Facility does not have the resources to provide such emergency care, Facility will refer such participant to the nearest emergency facility.
- (d) Intentionally left blank.
- (e) Upon reasonable request, Hospital will provide proof to EMS Agency that Hospital maintains liability insurance in an amount that is commercially reasonable.
- (f) Hospital will provide written notification to EMS Agency if a claim arises involving a Clinical Program Participant. Both Hospital and EMS Agency agree to share such information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state peer review and joint defense laws, and subject to EMS Agency's required compliance with Utah's Government Records Access and Management Act.
- (g) Hospital will resolve any situation in favor of its patients' welfare and may restrict a Clinical Program Participant to the role of observer when necessary in Hospital's discretion. Hospital will notify EMS Agency's Program Representative (defined below) when such action has occurred.
- (h) Upon reasonable notice from EMS Agency, Hospital will make the Facility reasonably available for inspection during normal business hours by organizations that provide or may provide

academic accreditation for the Program. Such inspections must be accompanied at all times by a Hospital representative and are contingent upon receipt by Hospital of executed agreements that Hospital believes are reasonably necessary or convenient to protect the confidentiality and security of Hospital's information. EMS Agency will promptly reimburse Hospital for all direct costs incurred by Hospital in connection with such accreditation inspections.

- (i) Intentionally left blank.
 - (j) Hospital shall provide security badges or other means of secure access to Facility patient care areas.
 - (k) Hospital shall provide Clinical Program Participants with computer access, and access to call rooms, if necessary.
 - (l) Hospital shall provide secure storage space for Clinical Program Participants' personal items when at the Facility.
 - (m) Hospital shall provide qualified and competent staff members in adequate number for the instruction and supervision of Clinical Program Participants using the Facility.
3. **MUTUAL RESPONSIBILITIES.** The Parties shall cooperate to fulfill the following mutual responsibilities:
- (a) Each Party will identify to the other Party a Clinical Program representative (each a "Program Representative") on or before the execution of this Agreement. EMS Agency's Program Representative shall be a faculty member who will be responsible for Clinical Program Participant teaching and assessment provided pursuant to this Agreement. Each Party will maintain a Program Representative for the Term and will promptly appoint a replacement Program Representative if necessary to comply with this Agreement. Each Party will ensure that its Program Representative is reasonably available to the other Party's Program Representative.
 - (b) EMS Agency will provide qualified and competent Clinical Program faculty in adequate number for the instruction, assessment, and supervision of Program Participants at the Facility.
 - (c) Both EMS Agency and Hospital will work together to maintain a Clinical Program emphasis on high quality patient care. At the request of either Party, a meeting or conference will promptly be held between the Parties' respective Program Representatives to resolve any problems in the operation of the Clinical Program.
 - (d) EMS Agency acknowledges, and will inform Clinical Program Participants that Clinical Program Participants are trainees in the Clinical Program and have no expectation of receiving compensation or future employment from Hospital or EMS Agency. Clinical Program Participants are not to replace Hospital staff and are not to render unsupervised patient care and/or services. Hospital and its staff will provide such supervision of the educational and clinical activities as is reasonable and appropriate to the circumstances and to the Clinical Program Participant's level of training.

- (e) Any courtesy appointments to faculty or staff by either EMS Agency or Hospital shall be without entitlement of the individual to compensation or benefits for the appointed party.
- (f) Both EMS Agency and Hospital will work together to create and maintain an appropriate learning environment for the Clinical Program Participants.
- (g) The EMS Agency, including its faculty, staff and residents, and the Hospital share responsibility for creating an appropriate learning environment that includes both formal learning activities and the attitudes, values, and informal "lessons" conveyed by individuals who interact with the Clinical Program Participant. The parties will cooperate to evaluate the learning environment (which may include on-site visits) to identify positive and negative influences on the maintenance of professional standards, and to conduct and develop appropriate strategies to enhance the positive and mitigate the negative influences.

4. **WITHDRAWAL OF PARTICIPATING PARTIES.** Hospital may immediately remove a Clinical Program Participant from the Facility when in Hospital's discretion his or her clinical performance is unsatisfactory or his or her behavior is disruptive or detrimental to Hospital operations and/or Hospital's patients. In such event, EMS Agency will immediately remove the Clinical Program Participant from the Clinical Program. It is understood that only EMS Agency can dismiss the Clinical Program Participant from the Clinical Program. EMS Agency may terminate a Clinical Program Participant's participating in the Clinical Program when it determines, in its sole discretion, that further participation by the Clinical Program Participant would no longer be appropriate.

5. **FEES.** All fees generated by or in connection with services provided by Clinical Program Participants to Hospital patients belong to Hospital. EMS Agency on behalf of itself and each Clinical Program Participant hereby assigns to Hospital all right, title and interest (if any) in and to such fees. If EMS Agency or any Clinical Program Participant receives any fees or other reimbursement for services provided by Program Participants to Hospital patients, EMS Agency will and will cause Clinical Program Participants to immediately deliver and endorse over to Hospital all such amounts. EMS Agency will and will cause Clinical Program Participants not to bill Hospital patients for services provided. EMS Agency will and will cause Clinical Program Participants to take all actions and execute all documents reasonably requested by Hospital in order for Hospital to collect fees and payments for health care services provided by Clinical Program Participants.

6. **INDEPENDENT CONTRACTOR; NO OTHER BENEFICIARIES; EMPLOYMENT DISCLAIMER.**

- (a) The Parties hereby acknowledge that they are independent contractors, and neither EMS Agency nor any of its agents, representatives, Clinical Program Participants, or employees shall be considered agents, representatives, or employees of Hospital. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the Parties. EMS Agency shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Clinical Program Participant shall look to Hospital for any salaries, insurance or other benefits. No Clinical Program Participant or other third person is entitled to, and shall not, receive any rights under this Agreement. Neither Party shall have the right or authority

nor hold itself out to have the right or authority to bind the other Party and neither shall either Party be responsible for the acts or omissions of the other except as provided specifically to the contrary herein.

- (b) Each Party acknowledges Clinical Program Participants will not be considered employees or agents of Hospital or EMS Agency for any purpose. Clinical Program Participants will not be entitled to receive any compensation from Hospital or EMS Agency or any benefits of employment from Hospital or EMS Agency, including health care or workers' compensation benefits, vacation, sick time, or other direct or indirect benefit of employment.
- (c) EMS Agency acknowledges that Hospital has not and is not obligated to implement or maintain insurance coverage for the benefit or protection of EMS Agency or Clinical Program Participants.

7. **NON-DISCRIMINATION.** There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, veteran status, or handicap in either the selection of Clinical Program Participants, or as to any aspect of the Clinical Program; provided, however, that with respect to handicap, the handicap must not be such as would, even with reasonable accommodation, in and of itself preclude the Clinical Program Participant's effective participation in the Clinical Program.

8. **INDEMNIFICATION.** The Parties agree to be responsible for the acts and omissions of their respective affiliates, officers, employees, and agents, including Program Participants.

9. **CONFIDENTIALITY.** EMS Agency will ensure that Clinical Program Participants keep strictly confidential and hold in trust all non-public information of Hospital, including all patient information, and refrain from disclosing such confidential information to any third party without the express prior written consent of Hospital, provided that the minimum necessary confidential information may be disclosed pursuant to valid legal process after Hospital is permitted an opportunity to minimize the potential harmful effects of such disclosure. EMS Agency shall not disclose the terms of this Agreement to any person who is not a party to this Agreement, except as required by law or as authorized by Hospital. These confidentiality requirements survive the termination or expiration of the Agreement. In addition to the requirements set forth in this Section, Clinical Program Participants shall abide by the terms of Exhibit B. EMS Agency advises that it is a governmental entity in the state of Utah and is bound by the Utah Government Records Access and Management Act ("GRAMA"), Utah Code Ann. §§ 63G-2-101 to -901, and may be required to disclose its records in those cases required by law.

10. **TERM; TERMINATION.**

- (a) The term of this Agreement will commence on the Effective Date and will continue for three (3) year unless terminated as provided below (the "Term").
- (b) Either Party may terminate this Agreement at any time without cause upon at least sixty (60) calendar days prior written notice to the other Party, provided that all Training Program Participants participating in the Clinical Program at the time of notice of termination or who are already scheduled to train at the Facility shall be given the opportunity to complete the then-current Clinical Program rotation or previously scheduled clinical assignment.

- (c) The Parties may terminate this Agreement at any time by mutual written agreement.
- (d) Hospital may immediately terminate this Agreement at any time upon notice to EMS Agency in the event of a breach of Section 11 of this Agreement.

11. REPRESENTATIONS AND WARRANTIES.

- (a) EMS Agency hereby represents to Hospital as of the Effective Date and warrants to Hospital for the Term that, EMS Agency and its Program Participants: (A) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the “Federal health care programs”); (B) are not convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal health care programs, and (C) are not under investigation or otherwise aware of any circumstances which may result in the EMS Agency, or a Clinical Program Participant being excluded from participation in the Federal health care programs; and
- (b) The representation and warranty set forth above is an ongoing representation and warranty for the Term of this Agreement. EMS Agency will immediately notify Hospital in writing of any change in status of the representation and warranty set forth in this section.

12. TRAVEL EXPENSES. No expense of EMS Agency or of a Clinical Program Participant will be paid or reimbursed by Hospital unless that expense is approved by Hospital in writing in advance and is incurred and documented in accordance with applicable Hospital travel and expense policies.

13. USE OF NAME OR LOGO. EMS Agency will not, and will cause Clinical Program Participants not to use names, logos, or marks associated with Hospital without the express written consent of Hospital in each case.

14. ENTIRE AGREEMENT. This Agreement and its Exhibits set forth the entire Agreement with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the Parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement of the Parties. All continuing covenants, duties, and obligations herein shall survive the expiration or earlier termination of this Agreement.

15. SEVERABILITY. If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

16. CAPTIONS. The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

17. NO WAIVER. Delay or failure to exercise any right or remedy hereunder will not impair such right or remedy or be construed as a waiver thereof. Any single or partial exercise of any right or remedy will not preclude any other or further exercise thereof or the exercise of any other right or remedy.

18. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of

the state in which Hospital is located. Venue for all disputes arising in connection with this Agreement will be in the federal or state courts with jurisdiction for the area where the Hospital is located.

19. **ASSIGNMENT; BINDING EFFECT.** EMS Agency may not assign or transfer any of its rights, duties, or obligations under this Agreement, in whole or in part, without the prior written consent of Hospital. This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns.

20. **NOTICES.** All notices hereunder by either Party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to Hospital: Ogden Regional Medical Center
5475 S 500 E
Ogden, Utah 84405
Attention: Chief Executive Officer

Division Contact: Kelsie Olsen
Assistant Vice President of Business Development & Access
kelsie.olsen@hcahealthcare.com

Copy to: HCA
One Park Plaza, Bldg. 1, 2-East
Nashville, TN 37203
Attention: Operations Counsel

If to EMS Agency: South Ogden Fire Department
3950 S Adams Ave
South Ogden, UT 84403
Attention: Chief Cameron West

Or to such other person or place as either Party may from time to time designate by written notice to the other Party.

21. **COUNTERPARTS.** This Agreement may be executed in multiple parts (by facsimile transmission or otherwise) and each counterpart shall be deemed an original, and all of which together shall constitute but one agreement. Electronic signatures will be considered originals.

22. **HIPAA REQUIREMENTS.** To the extent applicable to this Agreement, EMS Agency agrees to comply with the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH ACT"), the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § 1320d through d-8 ("HIPAA") and any current and future regulations promulgated under either the HITECH Act or HIPAA including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal

security standards contained in 45 C.F.R. Parts 160, 162 and 164 (the “Federal Security Regulations”) and the federal standards for electronic transactions, all as may be amended from time to time, and all collectively referred to herein as “HIPAA Requirements”. EMS Agency further agrees not to use or disclose any Protected Health Information (as defined in 45 C.F.R. § 164.501) or Individually Identifiable Health Information (as defined in 42 USC § 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement. EMS Agency will and will cause Program Participants to enter into any further agreements as necessary to facilitate compliance with HIPAA Requirements.

23. NO REQUIREMENT TO REFER. Nothing in this Agreement requires or obligates EMS Agency to cause the admittance of a patient to Hospital or to use Hospital’s services. None of the benefits granted pursuant to this Agreement are conditioned on any requirement or expectation that the Parties make referrals to, be in a position to make or influence referrals to, or otherwise generate business for the other Party. Neither Party is restricted from referring any services to, or otherwise generating any business for, any other entity of their choosing.

24. NO PAYMENTS. Except as provided in Section 5, no payments will be made between the Parties or to the Program Participants in connection with this Agreement.

25. RECITALS. The Recitals to this Agreement shall be an enforceable part of this Agreement, binding on the Parties as if fully set forth herein.

26. EQUITABLE REMEDIES. EMS Agency acknowledges that the injury which might be suffered by Hospital in the event of any breach by EMS Agency or non-compliance by Program Participants with the terms and conditions of this Agreement would be of a nature which could not be fully compensated for solely by a recovery of monetary damages, and accordingly agrees that in the event of any such breach or threatened breach, in addition to and not in lieu of any damages sustained by Hospital and any other remedies which Hospital may pursue hereunder or under applicable law, Hospital shall have the right to equitable relief, including issuance of a temporary restraining order, preliminary injunction and/or permanent injunction by any court of competent jurisdiction, against the commission or continuation of such breach or threatened breach, without the necessity of proving any actual damages or the posting of any bond.

WHEREFORE, authorized representatives of each Party hereby execute this Agreement as of the Effective Date.

South Ogden City

By: _____

Attest: _____

Title: City Manager

Title: City Recorder

Date: _____

HOSPITAL

By: _____

Title: Mark Adams CEO

Date: _____

EXHIBIT A

STATEMENT OF RESPONSIBILITY

For and in consideration of the benefit provided the undersigned in the form of experience in a clinical setting at Ogden Regional Medical Center and/or Pleasant View Free Standing ER ("Hospital"), the undersigned and his/her heirs, successors and/or assigns do hereby covenant and agree to assume all risks and be solely responsible for any injury or loss sustained by the undersigned while participating in the Program operated by: South Ogden Fire Department ("EMS Agency ") at Hospital unless such injury or loss arises solely out of Hospital's gross negligence or willful misconduct.

Signature of Clinical Program Participant/Print Name

Date

Parent or Legal Guardian
If Clinical Program Participant is under 18 / Print Name

Date

EXHIBIT B

Confidentiality and Security Agreement

I understand that the Hospital or business entity (the "Hospital") for which I work, volunteer or provide services manages health information as part of its mission to treat patients. Further, I understand that the Hospital has a legal and ethical responsibility to safeguard the privacy of all patients and to protect the confidentiality of their patients' health information. Additionally, the Hospital must assure the confidentiality of its human resources, payroll, fiscal, research, internal reporting, strategic planning information, or any information that contains Social Security numbers, health insurance claim numbers, passwords, PINs, encryption keys, credit card or other financial account numbers (collectively, with patient identifiable health information, "Confidential Information").

In the course of my employment/assignment at the Hospital, I understand that I may come into the possession of this type of Confidential Information. I will access and use this information only when it is necessary to perform my job related duties in accordance with the Hospital's Privacy and Security Policies, which are available on the Hospital intranet (on the Security Page) and the Internet (under Ethics & Compliance). I further understand that I must sign and comply with this Agreement in order to obtain authorization for access to Confidential Information or Hospital systems.

General Rules:

1. I will act in the best interest of the Hospital and in accordance with its Code of Conduct at all times during my relationship with the Hospital.
2. I understand that I should have no expectation of privacy when using Hospital information systems. The Hospital may log, access, review, and otherwise utilize information stored on or passing through its systems, including email, in order to manage systems and enforce security.
3. I understand that violation of this Agreement may result in disciplinary action, up to and including termination of employment, suspension, and loss of privileges, and/or termination of authorization to work within the Hospital, in accordance with the Hospital's policies.

Protecting Confidential Information:

1. I understand that any Confidential Information, regardless of medium (paper, verbal, electronic, image or any other), is not to be disclosed or discussed with anyone outside those supervising, sponsoring or directly related to the learning activity.
2. I will not disclose or discuss any Confidential Information with others, including friends or family, who do not have a need to know it. I will not take media or documents containing Confidential Information home with me unless specifically authorized to do so as part of my job. Case presentation material will be used in accordance with Hospital policies.
3. I will not publish or disclose any Confidential Information to others using personal email, or to any Internet sites, or through Internet blogs or sites such as Facebook or Twitter. I will only use such communication methods when explicitly authorized to do so in support of Hospital business and within the permitted uses of Confidential Information as governed by regulations such as HIPAA.
4. I will not in any way divulge, copy, release, sell, loan, alter, or destroy any Confidential Information except as properly authorized. I will only reuse or destroy media in accordance with Hospital Information Security Standards and Hospital record retention policy.

5. In the course of treating patients, I may need to orally communicate health information to or about patients. While I understand that my first priority is treating patients, I will take reasonable safeguards to protect conversations from unauthorized listeners. Whether at the EMS Agency or at the Hospital, such safeguards include, but are not limited to: lowering my voice or using private rooms or areas (not hallways, cafeterias or elevators) where available.
6. I will not make any unauthorized transmissions, inquiries, modifications, or purgings of Confidential Information. I will not access data on patients for whom I have no responsibilities or a need-to-know the content of the PHI concerning those patients.
7. I will not transmit Confidential Information outside the Hospital network unless I am specifically authorized to do so as part of my job responsibilities. If I do transmit Confidential Information outside of the Hospital using email or other electronic communication methods, I will ensure that the Information is encrypted according to Hospital Information Security Standards.

Following Appropriate Access:

1. I will only access or use systems or devices I am officially authorized to access, and will not demonstrate the operation or function of systems or devices to unauthorized individuals.
2. I will only access software systems to review patient records or Hospital information when I have a business need to know, as well as any necessary consent. By accessing a patient's record or Hospital information, I am affirmatively representing to the Hospital at the time of each access that I have the requisite business need to know and appropriate consent, and the Hospital may rely on that representation in granting such access to me.

Using Portable Devices and Removable Media:

1. I will not copy or store Confidential Information on removable media or portable devices such as laptops, personal digital assistants (PDAs), cell phones, CDs, thumb drives, external hard drives, etc., unless specifically required to do so by my job. If I do copy or store Confidential Information on removable media, I will encrypt the information while it is on the media according to Hospital Information Security Standards
2. I understand that any mobile device (Smart phone, PDA, etc.) that synchronizes Hospital data (e.g., Hospital email) may contain Confidential Information and as a result, must be protected. Because of this, I understand and agree that the Hospital has the right to:
 - a. Require the use of only encryption capable devices.
 - b. Prohibit data synchronization to devices that are not encryption capable or do not support the required security controls.
 - c. Implement encryption and apply other necessary security controls (such as an access PIN and automatic locking) on any mobile device that synchronizes Hospital data regardless of it being a Hospital or personally owned device.
 - d. Remotely "wipe" any synchronized device that: has been lost, stolen or belongs to a terminated employee or affiliated partner.
 - e. Restrict access to any mobile application that poses a security risk to the Hospital network.

Doing My Part – Personal Security:

1. I understand that I will be assigned a unique identifier (e.g., 3-4 User ID) to track my access and use of Confidential Information and that the identifier is associated with my personal data

provided as part of the initial and/or periodic credentialing and/or employment verification processes.

2. I will:
 - a. Use only my officially assigned User-ID and password (and/or token (*e.g.*, SecurID card)).
 - b. Use only approved licensed software.
 - c. Use a device with virus protection software.
3. I will never:
 - a. Disclose passwords, PINs, or access codes.
 - b. Use tools or techniques to break/exploit security measures.
 - c. Connect unauthorized systems or devices to the Hospital network.
4. I will practice good workstation security measures such as locking up diskettes when not in use, using screen savers with activated passwords, positioning screens away from public view.
5. I will immediately notify my manager, Hospital Information Security Official (FISO), Director of Information Security Operations (DISO), or Hospital or Corporate Client Support Services (CSS) help desk if:
 - a. my password has been seen, disclosed, or otherwise compromised;
 - b. media with Confidential Information stored on it has been lost or stolen;
 - c. I suspect a virus infection on any system;
 - d. I am aware of any activity that violates this agreement, privacy and security policies; or
 - e. I am aware of any other incident that could possibly have any adverse impact on Confidential Information or Hospital systems.

Upon Termination:

1. I agree that my obligations under this Agreement will continue after termination of my employment, expiration of my contract, or my relationship ceases with the Hospital.
2. Upon termination, I will immediately return any documents or media containing Confidential Information to the Hospital.
3. I understand that I have no right to any ownership interest in any Confidential Information accessed or created by me during and in the scope of my relationship with the Hospital.

By signing this document, I acknowledge that I have read this Agreement and I agree to comply with all the terms and conditions stated above.

Signature:	Date:
Printed Name:	Business Entity Name:

EXHIBIT C

Attestation of Satisfactory Background Investigation and Immunization Records

On behalf of South Ogden Fire Department (“EMS Agency”), I acknowledge and attest to Ogden Regional Medical Center (“Hospital”) that we own, and have in our possession, a background investigation report and immunization records on the individual identified below. Such background investigation is satisfactory in that it:

- _____ does not reveal any criminal activity;
- _____ does not reveal ineligibility for rehire with any former employer or otherwise indicate poor performance;
- _____ confirms the individual is not on either the GSA or OIG exclusion lists;
- _____ confirms the individual is not listed as a violent sexual offender;
- _____ confirms this individual is not on the U.S. Treasury Department’s Office of Foreign Assets Control list of Specially Designation Nationals;
- _____ no other aspect of the investigation required by Employer reveals information of concern; and

This attestation is provided in lieu of providing a copy of the background investigation.

Identified Individual Subject to the Background Investigation:

Name: _____

Address: _____

Date of Birth: _____

Social Security Number: _____

I also acknowledge and agree to an annual compliance audit by Hospital of five percent (5%) or a minimum of thirty (30) such background investigation files as authorized by the subjects under the Fair Credit Reporting Act (FCRA).

Signature

Printed Name

[Name of Organization]

Date: _____