

MEMORANDUM OF AGREEMENT
Between
CITY OF BETHEL
and
YUKON KUSKOKWIM HEALTH CORPORATION

This agreement, is made by and between the Yukon Kuskokwim Health Corporation (“YKHC”) and the City of Bethel (COB).

WHEREAS, YKHC is a tribal consortium of 58 federally recognized tribes that compacts with the federal government pursuant to the Indian Self-Determination and Education Assistance Act, 25 U.S.C. 450, *et seq.*, to provide health care and related services to Alaska Natives, and

WHEREAS, YKHC’s mission is to achieve the greatest possible improvements in the health status of the people of the Yukon-Kuskokwim Delta Region, and YKHC is fully committed to the development of culturally relevant programs for the primary care, prevention, and health promotion in a setting that fosters Alaska Native Self-Determination, the control and management of health care delivery, and

WHEREAS, the City of Bethel is a municipal corporation organized under the State of Alaska, pursuant to Title 29 of Alaska Statute, and

WHEREAS, the Bethel Fire Department is a department of the City of Bethel and provides emergency medical services to the residents and visitors of the City of Bethel, and such services are beneficial to achieving the mission of YKHC, and

WHEREAS, Emergency Medical Technicians employed at the City of Bethel Fire Department require training and observation of patient care duties in accordance with their scope of practice under State law.

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

1. Purpose Scope.

This Memorandum of Agreement (“MOA”) is made between YKHC and the COB for Clinical Experience in the following clinical areas:

- a. Emergency Transport;
- b. 911 response;
- c. OB, ER, Lab and Respiratory departments; and
- d. Transports with LifeMed.

YKHC will allow members of the COB Fire Department (hereinafter COB-FD) the opportunity to gain clinical experience by shadowing its employees, thereby meeting COB-FD’s members

professional and educational needs. A more thorough description of the clinical experience opportunities for COB-FD staff is outlined in Addendum 1 attached hereto and incorporated by reference.

2. Scope

- a. YKHC and COB-FD will coordinate efforts to plan and outline programs for training COB-FD members in the areas listed above.
- b. YKHC and COB-FD will schedule the training in advance.
- c. COB-FD members who participate in the training will gain clinical experience by observing, shadowing, and spending time with YKHC employees in the various departments listed above.
- d. All COB-FD members participating in this program will comply with the YKHC Code of Conduct, policies and procedures, including, but not limited to, required background checks, clinical safety, drug and alcohol abuse policy, OSHA blood borne pathogens and infectious disease standard training and tuberculosis prevention prior to beginning their clinical rotation. Copies of all relevant policies will be provided to COB-FD by YKHC upon the signing of this Agreement. Updates to YKHC's policies and procedures will be communicated, in writing, as soon as practicable.
- e. YKHC will require all participating members of the COB-FD to adhere to the YKHC dress code standards and ensure that their attire clearly identifies them as City of Bethel Fire Department members.
- f. All participating members of the COB-FD will be required to know the YKHC facility fire and emergency response plans. A copy of these plans will be provided to COB-FD by YKHC upon the signing of this Agreement.
- g. All participating COB-FD members will be authorized to operate within their scope of practice as stated in Addendums 1 of this document.

3. **Term.** The term of this Agreement shall be from October 15, 2018 to December 31, 2022, unless otherwise terminated as provided for in this Agreement.

4. **Termination.** Either party may terminate this Agreement for convenience by providing the other party with written notice at least thirty (30) calendar days prior to the date of termination.

5. **Indemnity.** To the fullest extent permitted by law, COB agrees to defend, indemnify, and hold harmless YKHC for any and all claims, losses, lawsuits, and liabilities, including but not limited to attorney's fees, arising from the negligence or intentional misconduct of COB or its

agents, representatives, employees, or principals. COB's obligations under this paragraph are effective only to the extent that COB is legally bound to maintain such obligations.

6. **Insurance.** The benefit of the Federal Tort Claims Act may be used to meet any and all liability requirements of this Agreement in lieu of a commercially purchased policy; however, the COB-FD will be required to provide the following insurance policies and provide certificates indicating same:
 - a. Professional General Liability Insurance with a minimum policy limit of \$1,000,000 (one million U.S. Dollars) per occurrence and \$3,000,000 (three million U.S. dollars) aggregate.
 - b. General Liability Insurance with a minimum policy limit of \$1,000,000 (one million U.S. dollars) aggregate, with YKHC included as additional insured;
 - c. Worker's Compensation meeting the minimum requirements of the State of Alaska and a waiver of subrogation;
 - d. Automobile insurance, if applicable to position, with limits of no less than \$1,000,000 (one million U.S. dollars) per accident.
 - e. Both parties agree to notify each other as soon as possible, in writing, of any incident, occurrence, or claim arising of or in connection with this Agreement which could result in a liability or claim of liability to the other party.
7. **Federal Tort Claims Act.** Nothing in this Agreement will be construed to limit or in any way prejudice YKHC's claim to protection from suit based on the Federal Tort Claims Act as it may apply to YKHC by 25 U.S.C. §1621f(d), 25 U.S.C. 1680c (d), or P.L. 101-513 & 314, as amended by P.L. 103-138 & 308. YKHC similarly reserves to itself to any other protection, including protection from suit based on common law immunities. Similarly, the COB reserves any protection from suit available to the City, including immunity.
8. **Discrimination.** Each party shall comply with all applicable laws and regulations relating to discrimination, which may include those such as Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all as amended. This compliance also includes non-discrimination based on classifications such as race, color, religion, sex, sexual and/or gender orientation, national origin, age and disability.
9. **Confidentiality.** The COB, its employees and representatives agree to keep confidential from third parties all information which relates to or identifies a particular patient, including, but not limited to, name, address, medical treatment or condition, financial status or any other personal information which is deemed confidential according to applicable state and federal laws, regulations and standards of professional ethics ("confidential information"). A COB-FD employees will comply with all applicable HIPAA laws and, if provided, COB shall sign a Business Associates Agreement.

10. Disputes.

- (1) **Joint Tele-Conference.** Should an issue arise, the party believing itself to be aggrieved shall provide written notice to the other party within ten (10) calendar days of the alleged grievance. Upon receipt of the grievance, the parties will schedule a teleconference to attempt to resolve the issue. The teleconference shall occur within fourteen (14) calendar days of the grievance being reported.

- (2) **Face-to-Face Meeting.** If the parties are unable to resolve the matter during the teleconference, they shall schedule a face-to-face meeting. Said meeting shall be attended by those persons from COB and YKHC empowered to resolve the matter. The meeting shall occur within thirty (30) calendar days from the date the notice of grievance was presented, unless otherwise extended by mutual consent of the parties. Such consent shall not be unreasonably withheld.

- (3) **Third Party Mediation.** Should the face-to-face meeting fail to resolve the matter, the parties agree to submit the matter to mediation in Anchorage. The matter will be referred to a professional mediation service who shall submit a list of five (5) qualified mediators. The party filing the grievance shall have the right to strike one name, and then the other party shall have the right to strike one name, and so forth until one remains to mediate the dispute.

- (4) **Legal Action.** Nothing in this section shall affect either party's right to pursue legal action in a court of competent jurisdiction in order to resolve a dispute arising under this Agreement. The parties agree that neither the discussions or any recommendations in the formal joint conference, nor the discussions and results of the third party mediation shall be admissible in any legal proceedings and that those proceedings shall be de novo proceedings on the matter in dispute.

11. Notice. All notices required by this Agreement shall be in writing and shall be served on the parties at the following addresses. The mailing of a notice by certified mail, return receipt requested, shall be sufficient evidence of service.

YKHC
Attn: General Counsel
PO Box 528
Bethel AK 99559

City of Bethel
Attn: City Manager
PO Box 1388
Bethel AK 99559-1388

12. Amendment. This Agreement may only be modified or amended by a subsequent written Agreement signed by both parties.

- 13. **Severability.** Both parties agree that if any provisions of this Agreement shall be wholly or partially invalid or unenforceable under applicable law, that provision shall be ineffective to that extent only, without in any way affecting the remaining parts or provisions of this Agreement.
- 14. **Survival.** The parties' obligations contained in paragraphs 5 and 8 shall survive termination of this Agreement.
- 15. **Non-Assignment.** Neither party shall assign, sell or transfer, in whole or in part, any of their rights or obligations under this Agreement without the express written consent of the other party. Any unauthorized assignment of this Agreement shall immediately terminate this Agreement.
- 16. **No Third Party Beneficiary.** None of the provisions contained in this Agreement are intended by the parties, nor shall they be deemed to confer, any benefits to any person not a party to this Agreement.
- 17. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties relating to the subject matter of this Agreement and supersedes any and all prior oral or written agreements, commitments or understandings.
- 18. **Duly Authorized Representative.** As used in this Agreement, a party means the party's duly authorized representative.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates shown below.

CITY OF BETHEL

YUKON-KUSKOKWIM HEALTH CORPORATION

Peter Williams

Peter A. Williams
City Manager

Date: 10.10.2018

DocuSigned by:
Dan Winkelman

Dan Winkelman
President and CEO

Date: 10/19/2018 | 11:31 AM PDT

Addendum 1

Patient care duties which YKHC agrees to train and allow COB-FD members to provide in accordance with their scope of practice under State law and YKHC policies and procedures are as follows:

I. EMT-1

Academic Level: State of Alaska Certification: EMT 1

Experience Level: Basic

Clinical Rotations should encompass the following:

- Vital Signs
- Collecting data and/or assessments
- Spinal Immobilization
- Traction Splinting
- Oxygen Administration
- Sling and swathe application
- Obstetrics (basic);
- Dressing application;
- Assist with the transportation of patients;
- Wound care and irrigation;
- Application of restraints in accordance with State and YKHC policy;
- Bag Valve mask application;
- Insertion of airway adjuncts (NPA/OPA);
- Oral suctioning;
- BLS-CPR;
- Blood glucose monitoring;
- Assist with administration of Epi-pen, aspirin, nitroglycerin (sublingual) and activated charcoal with Dr./RN/PA supervision
- AED use

II. EMT-2

Academic Level: State of Alaska Certification: EMT 2

Experience Level: Intermediate

In addition to all EMT-1 level patient services, clinical Rotations should also encompass the following:

- Obstetrics (intermediate);
- Application of NIBP and SAO2 monitoring
- Insertion of airway adjuncts (NPA/OPA, ET);
- Ride-along with LifeMed

- IV insertions
- Hang initial and additional NS or LR
- Phlebotomy
- Insertion of Intra-Osseous (IO) access
- CPAP (after training)

Give medication (only with Dr., RN and/or PA supervision)

III. EMT-3

Academic Level: State of Alaska Certification: EMT 3

Experience Level: S

In addition to all EMT-1 & EMT-2 level patient services, clinical Rotations should also encompass the following:

- Cardioversion
- AED and Manual Defibrillation

IV. Paramedic

Academic Level: State of Alaska Certification: Paramedic

- In addition to all EMT-1, EMT-2 and EMT-3 level patient services, clinical Rotations should also encompass the following, as allowed under 12 AAC 40.370 Electrocardiographic monitoring and defibrillation;
- Initiating and maintaining intravenous routes using approved intravenous techniques and solutions;
- Performing endotracheal intubation and pulmonary ventilation by approved methods;
- Performing gastric suction by intubation;
- Obtaining blood for laboratory analysis;
- Administering parenterally, orally, or topically any approved agents or solutions;
- Use of pneumatic anti-shock devices; and
- Performing other emergency procedures authorized by a sponsoring physician.

DATA USE AGREEMENT BETWEEN
YKHC
and
CITY OF BETHEL FIRE DEPARTMENT

This Data Use Agreement is made and entered into on **October 15, 2018** by and between YKHC, hereafter “Holder” and **the City of Bethel**, hereafter “Recipient.”

1. This agreement sets forth the terms and conditions pursuant to which Holder will use and disclose certain protected health information (PHI).
2. Terms used, but not otherwise defined, in this Agreement shall have the meaning given the terms in the HIPAA Regulations set forth in 45 CFR Part 160-164.
3. Permitted Uses and Disclosures

Recipient will be able to access PHI as reasonable and necessary to perform functions or activities with the Covered Entity (Holder) as specified in the Memorandum of Agreement dated October 15, 2018, or to effectuate the purposes of this Agreement.

4. Recipient Responsibilities

- 4.1 Recipient will not use or disclose PHI for any purpose other than permitted by this Agreement or as required by law;
- 4.2 Recipient will use appropriate administrative, physical and technical safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement;
- 4.3 Recipient will report to the Holder any use or disclosure of PHI not provided for by this Agreement of which the Recipient becomes aware immediately upon becoming aware of such use or disclosure(s) by calling the YKHC Privacy Officer (907-543-6995).
- 4.4 The Recipient agrees to mitigate, to the extent practicable, any and all harmful effect that is known to the Recipient of a Breach of Unsecured PHI or a use or disclosure of PHI by Recipient, its agents or subcontractors, in violation of the requirements of this Agreement.

5. Term and Termination

- 5.1 The terms of this Agreement shall be effective as of October 15, 2018, and shall remain in effect contemporaneously with the MOA effective October 15, 2018 between the same parties.
- 5.2 Upon the Holder’s knowledge of a material breach of this Agreement by the Recipient, the Holder shall notify the Recipient, in writing, of the material breach and

shall provide an opportunity for Recipient to cure the breach or end the violation. If efforts to cure the breach or end the violation are not successful within the reasonable time period specified by the Holder, which shall be at a minimum ten (10) business days, the Holder shall discontinue disclosure of PHI to the Recipient and report the problem to the Secretary of the Department of Health and Human Services or its designee.

6. General Provisions

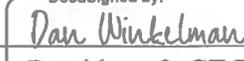
- 6.1 Recipient and Holder understand and agree that individuals who are the subject of Protected Health Information are not intended to be third party beneficiaries of this Agreement.
- 6.2 This Agreement shall not be assigned by Recipient without the prior written consent of the Holder.
- 6.3 Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party or the results thereof.
- 6.4 Recipient agrees to ensure that any agent, including a subcontractor, to whom it provides PHI, agrees to the same restrictions and conditions that apply through this Agreement to with respect to such information. The sub-Agreement must also be in writing. YKHC reserves the right to approve such subcontractors in advance of their provision of services to the Recipient with respect to YKHC. If Recipient becomes aware of a pattern or practice of the agent or subcontractor that constitutes a material breach or violation of the arrangement between Recipient and the agent or subcontractor with respect to the agent's or contractor's obligations under HIPAA or HITECH, Recipient shall take reasonable steps to cure the breach or terminate the arrangement, if feasible, in accordance with any such requirements under the Privacy Rule, the Security Rule, or any current or future regulations promulgated under HIPAA or the HITECH Act.
- 6.5 Recipient agrees to produce a list of its current agents and/or subcontractors that have or will need access to PHI, and describe the nature and type of services provided by each agent and/or subcontractor. Further, to the extent permitted by law and subject to appropriation by the Bethel City Council, Recipient agrees to indemnify, defend and hold harmless Holder , its directors, officers, agents, employees, successors and assigns from and against any and all liability, claims, loss, injury, cause of action and expense (including reasonable defense costs and legal fees) of any nature whatsoever arising or resulting from Recipient's failure to comply with the agent/subcontracting requirements of this Agreement.

Signature page to follow.

IN WITNESS WHEREOF, the parties hereto execute this agreement as follows:

YKHC:

Date: 10/19/2018 | 11:31 AM PDT

By: 
Dan Winkelman, ~~President~~ CEO

Date: 10-10-2018

City of Bethel

By: 
Peter A. Williams, City Manager