Minute No. 478
Report – Standing Policy Committee on Protection and Community Services – July 6, 2009

Item No. 2 **Agreement with Red River College to provide RRC Students with Field Preceptorship (ambulance ride-alongs), Training and/or Evaluation within the Winnipeg Fire Paramedic Service**
eFile GF-5

COUNCIL DECISION:

Council concurred in the recommendation of the Standing Policy Committee on Protection and Community Services and adopted the following:

1. That the City of Winnipeg, through the Winnipeg Fire Paramedic Service, enter into an agreement with Red River College (RRC) to provide RRC Students with opportunities for Field Preceptorship, training and/or evaluation within the Winnipeg Fire Paramedic Service.

2. That the Proper Officers of the City be authorized to do all things necessary to implement the intent of the foregoing.

Report – Standing Policy Committee on Protection and Community Services – July 6, 2009

DECISION MAKING HISTORY:

Moved by Councillor Steeves,

That the recommendation of the Standing Policy Committee on Protection and Community Services be adopted by consent.

Carried

EXECUTIVE POLICY COMMITTEE RECOMMENDATION:

On July 15, 2009, the Executive Policy Committee concurred in the recommendation of the Standing Policy Committee on Protection and Community Services and submitted the matter to Council.

STANDING COMMITTEE RECOMMENDATION:

On July 6, 2009, the Standing Policy Committee on Protection and Community Services concurred in the recommendation of the Winnipeg Public Service and submitted the matter to the Executive Policy Committee and Council.

ADMINISTRATIVE REPORT

ISSUE: Agreement with Red River College (RRC) to provide RRC Students with Field Preceptorship (ambulance ride-alongs), Training and/or Evaluation within the Winnipeg Fire Paramedic Service (WFPS)

Critical Path: Standing Policy Committee on Protection and Community Services – Executive Policy Committee - Council

AUTHORIZATION

Author	Department Head	CFO	CAO
K. Stuebing Deputy Chief, Professional Development	J. Brennan Fire & Paramedic Chief	Mike Ruta	Alex Robinson Deputy CAO

RECOMMENDATIONS

1. That the City of Winnipeg through the Fire Paramedic Service enter into an agreement with Red River College (RRC) to provide RRC Students with opportunities for Field Preceptorship, training and/or evaluation within the WFPS.
2. That the Proper Officers of the City be authorized to do all things necessary to affect the intent of the foregoing.

IMPLICATIONS OF THE RECOMMENDATIONS

This involves a multi-year contract with a third party as the term of the agreement is from the date of signing until termination by either party with 45 days written notice.

HISTORY

The Province of Manitoba identified a shortage of Primary Care Paramedics in the rural Regional Health Authorities and provided financial support for the development of a Primary Care Paramedic (PCP) Training Program at Red River College to provide graduates to meet this need. As part of the training program RRC has the requirement to provide its students with additional training outside the scope of RRC, including the opportunity for field preceptorship, training and/or evaluation. RRC approached the WFPS to enter into an agreement for provision of these services and WFPS agreed on a cost recovery basis. In addition to fees paid to WFPS for services provided as outlined below, WFPS instructors and/or preceptors can enroll in the adult education certificate program at no charge to WFPS or to the students.

Fees associated with and for RRC students to participate in field preceptorship, training and/or evaluation with the WFPS are set as follows:

Vehicle Driving (optional)	$ 250.00 per student per school year
Extrication (optional)	$ 200.00 per student per school year
Field Precepting	$1,989.00 per student per school year

The proposed remote access will be set up as follows:

Electronic Preceptor System
$6000.00: website development, set up and implementation – one time cost due in 2009;
$3,000.00: annual maintenance, upgrades of website and precepting program – per year commencing in 2010.

The draft agreement is attached.

FINANCIAL IMPACT

Financial Impact Statement **Date:** June 25, 2009

Project Name: **First Year of Program** **2009**

Agreement with Red River College (RRC) to provide RRC Students with Field Preceptorsip (ambulance ride-along), Training and/or Evaluation with the Winnipeg Fire Paramedic Service

	2009	2010	2011	2012	2013
Capital					
Capital Expenditures Required	$ -	$ -	$ -	$ -	$ -
Less: Existing Budgeted Costs	-	-	-	-	-
Additional Capital Budget Required	$ -	$ -	$ -	$ -	$ -
Funding Sources:					
Debt - Internal	$ -	$ -	$ -	$ -	$ -
Debt - External	-	-	-	-	-
Grants (Enter Description Here)	-	-	-	-	-
Reserves, Equity, Surplus	-	-	-	-	-
Other - Enter Description Here	-	-	-	-	-
Total Funding	$ -	$ -	$ -	$ -	$ -
Total Additional Capital Budget Required	$ -				
Total Additional Debt Required	$ -				
Current Expenditures/Revenues					
Direct Costs	$ 6,000	$ 3,000	$ 3,000	$ 3,000	$ 3,000
Less: Incremental Revenue/Recovery	63,648	79,560	79,560	79,560	79,560
Net Cost/(Benefit)	$ (57,648)	$ (76,560)	$ (76,560)	$ (76,560)	$ (76,560)
Less: Existing Budget Amounts	(57,648)	(76,560)	(76,560)	(76,560)	(76,560)
Net Budget Adjustment Required	$ -	$ -	$ -	$ -	$ -

Additional Comments: This financial impact statement assumes that 32 students will be trained in 2009 folllowed by a maximum of 40 per year after that. Revenue projections assume only field precepting. If the optional vehicle driving and extrication training are ordered revenue will increase slightly.

CONSULTATION

In preparing this Report there was consultation with:

SUBMITTED BY

Department: Fire Paramedic Service
Division: Administration
Prepared by: Michelle Weimer
Date: June 25, 2009
File No.



W:\Executive Support\Training\RRC

THIS AGREEMENT in duplicate made effective as of the 1st day of May, 2009.

BETWEEN

THE BOARD OF GOVERNORS OF RED RIVER COLLEGE

(the "RRC")

AND

THE CITY OF WINNIPEG

(the "CITY")

WHEREAS the Province of Manitoba identified a shortage of Primary Care Paramedics in the rural Regional Health Authorities and further provided financial support to the development of a training program at Red River College to provide graduates to meet this need.

AND WHEREAS the RRC has embarked upon the delivery of a Primary Care Paramedic (PCP) Training Program ("the Program") and has the requirement to provide its student cohort with additional training outside the scope of RRC, including the opportunity for Field Preceptorship and other hands-on training as set out within this Agreement;

AND WHEREAS the City operates the Winnipeg Fire Paramedic Service ("WFPS");

AND WHEREAS the RRC and the WFPS wish to work in a cooperative manner to provide Field Preceptorship and other hands-on training to students of the Program ("the Training");

NOW THEREFORE THE RRC AND THE CITY agree as follows:

SECTION 1 – TERM OF THE AGREEMENT

1. This Agreement comes into effect as of May 1, 2009, and shall continue unless terminated as specified under Section 11.

SECTION 2 – RCC RESPONSIBILITIES

2. The RRC will:

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(a) Designate a representative to meet with and/or liaise with the WFPS for the purpose of scheduling and/or any other such requirement(s).

(b) Provide a list of RRC (PCP) students for integration into the Field Preceptorship Training Program with the WFPS under the provisions of this Agreement ("RRC Students").

(c) Inform WFPS with as much notice as is possible, of any scheduling changes required as a result of any unforeseen program changes.

(d) Ensure that RRC Students adhere to and abide by the rules and regulations associated with the operational and patient contact processes of the WFPS in the Primary Care Paramedic Program Student Handbook, as amended from time to time, attached hereto as Schedule "A".

(e) Ensure that RRC Students adhere to and abide by the rules and regulations associated with the PHIA and FIPPA training session and sign the Personal Health Information Pledge of Confidentiality, in the form attached hereto as Schedule "B".

(f) Hold RRC Students to RRC standards for student conduct as outlined in the RRC policy throughout their participation period with the WFPS.

(g) Ensure that RRC Students perform their duties in accordance with the established policies, procedures, rules and regulations of the WFPS and the City of Winnipeg, while engaged in activities within the WFPS or in relation to patients, in so far as those policies, procedures, rules and regulations do not violate, or are not inconsistent with, RRC student expectations, regulations and orders.

(h) Ensure that RRC Students are aware of the fact that Supervisory Staff from the WFPS will, in all instances be the final authority on all aspects of care and services delivered and/or provided to patients within the WFPS.

(i) Ensure that RRC Students attend WFPS worksites with RRC identification and dressed in the designated RRC uniform.

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(j) Ensure that RRC Students attend WFPS worksites with personal protective equipment that complies with WFPS safe work procedures.

(k) Ensure that RRC Students are familiar with the Workplace Safety and Health Act and regulations that apply to any duties performed pursuant to this Agreement and comply with same.

(l) Ensure that RRC Students are acquainted with any safety or health hazards that they may encounter as a result of performing any duties pursuant to this Agreement and have been given all appropriate information and training regarding all devices and equipment provided for their protection or for any other purpose.

(m) Ensure that RRC Students have the appropriate immunizations, in accordance with Schedule "C", attached hereto to this Agreement and have successfully passed a medical physical evaluation, before entering WFPS worksites.

(n) Ensure that RRC Students provide the following to the City before entering WFPS worksites:
(i) a criminal records check, including a vulnerable sector search; and,
(ii) a child abuse registry check.

SECTION 3 – CITY RESPONSIBILITIES

3. The City will:

(a) Provide RRC Students with opportunities for Field Preceptorship, training and/or evaluation within the WFPS.

(b) Retain overall responsibility for the health care provided to and safety of all patients.

(c) Allow RRC Students to participate directly in patient care opportunities on a supernumerary basis.

(d) Allow RRC Students to participate in the WFPS educational and research opportunities, on a supernumerary basis. Notwithstanding Section 8.2, all research data pertaining to student evaluation will be treated within the confidentiality rules of WFPS and all such research material will remain the property of the WFPS.

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(e) Provide direct supervision of RRC Students. When a requirement for supervision exists, the WFPS supervisor will permit RRC Students to assist as necessary and as appropriate, so as to gain practical experience and improve applicable skills. The WFPS supervisor will be the final authority for all aspects of patient care and services provided.

(f) Report any issues regarding student conduct to the RRC Coordinator, Paramedicine PCP Program, as the WFPS will exercise no disciplinary jurisdiction over RRC Students.

(g) If and when required, ensure that all RRC Students are provided with immediate access to the WFPS Exposure and/or Critic Incident Stress Management (CISM) protocols, as more fully detailed in the Primary Care Paramedic Program Student Handbook, attached hereto as Schedule "A". As soon as possible following an incident the RRC Coordinator, Paramedicine PCP Program will be provided with notification and details of the incident.

SECTION 4 – REPORTING REQUIREMENTS

4.1 ***Representatives:***

Each party has designated a representative(s) for all matters pertaining to this Agreement as follows:

(a) **RED RIVER COLLEGE**:
William Younger
Chair, Allied Health Sciences
Red River College
2055 Notre Dame Avenue
Winnipeg, Manitoba R3H 0J9
T: 204-632-2955 F: 204-694-4151
Email: WYounger@rrc.mb.ca

(b) **WFPS:**
Jim Brennan
Fire & Paramedic Chief
Winnipeg Fire Paramedic Service
2nd Floor, 185 King Street
Winnipeg, Manitoba R3B 1J1
T: 204-986-4081 F: 204-986-7920
E-mail: jbrennan@winnipeg.ca

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4.2 The RRC and the WFPS shall keep or cause to be kept complete and accurate accounts and records respecting the performance of this Agreement.

4.3 RRC Student performance evaluations will be coordinated by the representative of the RRC, who will request information, as required, from the appropriate WFPS supervisory staff, as listed above.

SECTION 5 – FINANCIAL ARRANGEMENT AND PAYMENTS

5.1 **RRC** is responsible for:

(a) All fees associated with participation of RRC Students within the confines of this Agreement, as related to preceptorship, training, evaluation, and/or utilization of the WFPS Electronic Preceptor Tracking System (outside of the City of Winnipeg) and as determined to be fair by the WFPS and agreed to by RRC, pursuant to Section 6.

(b) The RRC will endeavor to pay all fees associated with participation of RRC Students within the confines of this Agreement within 60 calendar days of receipt of the invoice for payment and satisfactory documentation, as may be reasonably requested by the RRC, of preceptorship, training and/or evaluation of RRC Students.

5.2 **WFPS** is responsible for:

(a) Determination of all fees related to participation of RRC Students in preceptorship, training and/or evaluation within the WFPS, as set out in Section 6.

(b) The City will invoice the RRC for preceptorship, training and/or evaluation fees bi-annually on June 30 and December 30, or at such other times as established prior to and through mutual agreement of the parties.

SECTION 6 – FEES FOR SERVICE

6.1 The WFPS has established that the fees associated with and for RRC Students to participate in field preceptorship, training and/or evaluation are set as follows:

Vehicle Driving - $250.00 per student per school year

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Extrication	- $200.00 per student per school year
Field Precepting	- $1,989.00 per student per school year

The proposed remote access will be set up as follows:
Electronic Preceptor System

-$6000.00: website development, set up and implementation – one time cost due in 2009;
-$3,000.00: annual maintenance, upgrades of website and precepting program – per year commencing in 2010.

6.2 The fees outlined in Section 6.1 are subject to an annual adjustment by the WFPS on July 1, 2010 and each July 1st during the Term of this Agreement, to account for inflation and WFPS' increased expenses related to providing such services.

6.3 The RRC will enroll any interested WFPS instructors and/or preceptors in the adult education certificate program at no charge to WFPS or the students.

SECTION 7 – SAFEGUARDING AND CONFIDENTIALITY OF INFORMATION

7.1 While this Agreement is in effect and at times thereafter the RRC and the WFPS and its Officers, employees, students and agents:

(a) Shall treat as confidential all information, data, documents and materials acquired or to which access has been given in the course of, or incidental to, the performance of this Agreement.

(b) Shall not disclose, or permit to be disclosed, to any person, corporation or organization such information, data, documents or materials without first obtaining written permission from each other.

7.2 While this Agreement is in effect and at all times thereafter the RRC, its officers, employees and agents, and specifically including RRC Students, acknowledges that it may be provided with or gain access to Personal Information as that term is defined in the *Personal Information Protection and Electronic Documents Act (Canada)* ("PIPEDA") and the *Freedom of Information and Protection of Privacy Act (Manitoba)* ("FIPPA") and to Personal Health Information as that term is defined in *The Personal Health Information Act (Manitoba)*, herein collectively referred to as "Personal Information".

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(a) The RRC acknowledges that the Personal Information Protection and Electronic Documents Act (Canada) imposes obligations upon it respecting Personal Information and the RRC represents and warrants that while this Agreement is in effect and at all times thereafter it shall comply fully with the obligations imposed by PIPEDA.

(b) The RRC agrees that the provisions of this Agreement are in addition to the obligations under PIPEDA and do not in any way diminish or restrict the obligations under PIPEDA which continue.

(c) The RRC shall ensure that:

(i) every use of or access to the Personal Information by the employees of the RRC or the RRC Students shall be limited to the minimum amount necessary to deliver the Program and the Training which are the subject of this Agreement;

(ii) no person shall make unauthorized copies or reproductions of the Personal Information, in whole or in part, in any manner, form or medium;

(iii) no person shall use the Personal Information to sell goods or services to any individual, corporation, business, agency, organization or entity the Information is about.

(d) On expiration or termination of this Agreement for any reason, the RRC shall:

(i) immediately refrain from any further use of, access to, disclosure of and transactions involving the Personal Information;

(ii) notwithstanding any other provision of this Agreement, immediately destroy all Personal Information which has been received from the City (including, without limitation, all copies) in a manner which adequately protects the confidentiality of the Personal Information or, at the request of City, transfer to the City all Personal Information; and

(iii) provide to the City Representative written certification in a form satisfactory to the City from a senior officer attesting to the destruction or transfer of the Personal Information.

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7.3 Further to Section 2(e), RRC acknowledges and agrees that RRC Students participating in the Training must attend a PHIA and FIPPA training session and must sign the City's Passenger in Vehicle Liability Release & Indemnity Form, containing a PHIA and FIPPA confidentiality pledge, in the form attached hereto as Schedule "D".

SECTION 8 – OWNERSHIP OF INTELLECTUAL PROPERTY

8.1 The Electronic Preceptor System, including any website development, upgrades or other intellectual property related to the Electronic Preceptor System, is the sole and exclusive property of the City.

8.2 Except as provided in Sections 8.1 and 3(d), all information, data (including computer data), documents, photographs and materials developed by RRC and/or the City any officers, employees or agents of the RRC and the City in the performance of this Agreement and all copyright therein, shall be the joint property of the RRC and the City, who shall have the right to use said material for their own purposes without payment to the other party.

SECTION 9 – LIABILITY AND INDEMNITY

9.1 RRC acknowledges that notwithstanding the supervisory role provided by the WFPS, RRC Students remain members of the RRC at all times during the field preceptorship, training and/or evaluation within the WFPS, and where applicable, RRC will purchase and maintain relevant workers compensation and/or student accident benefit cover to protect RRC Students.

9.2 RRC agrees to purchase and maintain throughout the term of this Agreement, Commercial general liability insurance, in the amount of at least five million dollars ($5,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause and contractual liability cover.

9.3 All policies shall be taken out with insurers licensed to and carrying on business in the Province of Manitoba.

9.4 Deductibles shall be borne by RRC.

9.5 RRC shall not cancel, or cause any such policy or policies to lapse without a minimum thirty (30) days prior written notice to the City.

9.6 RRC shall provide written notice to the City of any material changes to their policies within thirty (30) days of the change taking effect.

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9.7 RRC shall provide the City with a certificate(s) of insurance, in a form satisfactory to the City Solicitor upon signing of this Agreement and prior to the commencement of any Training.

9.8 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this Agreement and for any subsequent renewals thereof, provided that the City shall give the RRC reasonable notice and shall request reasonable change.

9.9 RRC agrees to indemnify and save harmless the City and its servants, employees and agents from all injury damage, action, suits, claim and demands of whatever nature in any way arising out of the performance of this Agreement, except to the extent that same are caused by negligence of the City, its servants, employees or agents.

9.10 With the exception of cover provided by RRC under Section 9.1, the City agrees to indemnify and save harmless the RRC and its servants, employees and agents from all injury damage, action, suits, claim and demands of whatever nature in any way arising out of the performance of this Agreement, except to the extent that the same are caused by the negligence of the RRC, its servants, employees or agents, including RRC Students.

SECTION 10 – LABOUR DISRUPTIONS

10.1 In the event of a labour dispute within the WFPS, which would limit the WFPS ability to provide the Training, both the RRC Student assignments to the WFPS and the provisions of this Agreement will be placed in abeyance until such time as the labour dispute is resolved.

10.2 In the event of a labor dispute within the RRC, at the sole discretion of the WFPS, both the RRC Student assignments to the WFPS and the provisions of this Agreement may be placed in abeyance.

SECTION 11 – TERMINATION

11.1 Either party may terminate the Agreement at anytime by giving 45 calendar days notice in writing to the other party.

11.2 In the event of termination any RRC Student currently enrolled in preceptorship, training and/or evaluation will be allowed to complete it and WFPS will be entitled to full compensation for said student(s).

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11.3 Notwithstanding Sections 11.1 and 11.2, RRC Students may be withdrawn, without notice, at the sole discretion of the RRC, or by the WFPS for cause in its sole discretion, acting reasonably. Should the WFPS elect to withdraw the privileges of a RRC Student, the RRC Coordinator, Paramedicine PCP Program, will be notified and provided with the reasons thereof. No refunds will be provided in the event of termination under this Section.

SECTION 12 – SURVIVAL OF TERMS

12.1 All obligations under this Agreement that necessarily extend beyond termination of this Agreement in order to fully achieve their intended purpose shall survive termination of this Agreement, including without limiting the generality of the foregoing, all indemnification provisions, intellectual property provisions, confidentiality provisions and maintenance obligations.

SECTION 13 – NO ASSIGNMENT OF AGREEMENT

13.1 The RRC and the City shall not assign or transfer this Agreement or any of the rights or obligations under this Agreement without the express written approval of the RRC or the City as the case may be.

13.2 This Agreement shall be binding upon the administrators, successors and any permitted assigns of the RRC and the City.

SECTION 14 – ENTIRE AGREEMENT

14.1 This document, including its Schedules (A, B, C & D) which form an integral part hereof, contains the entire Agreement between the parties. There are no undertakings, representations or promises, expressed or implied, other than those contained in this Agreement.

SECTION 15 – AMENDMENTS

15.1 No amendment or change to or modification of this Agreement shall be valid unless it is in writing and signed by both parties.

SECTION 16 – NOTICES

16.1 Any notice of other communication to the RRC under this Agreement shall be in writing and shall be delivered personally to the RRC or a designated officer or employee of the RRC or sent by registered mail, postage prepaid, or by courier (prepaid), or by way of facsimile transmission, to:

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William Younger
Chair, Allied Health Sciences
Red River College
2055 Notre Dame Avenue
Winnipeg, Manitoba R3H 0J9
T: (204-632-2955 F: 204-694-4151
E-Mail: WYounger@rrc.mb.ca

16.2 Any notice of other communication to the City under this Agreement shall be in writing and shall be delivered personally to the City or a designated officer or employee of the City or sent by registered mail, postage prepaid, or by courier (prepaid), or by way of facsimile transmission, to:

J.R. (JIM) Brennan
Fire & Paramedic Chief
Winnipeg Fire Paramedic Service
2nd Floor, 185 King Street
Winnipeg, Manitoba R3B 1J1
T: 204-986-4081 F: 204-986-7920
E-mail: JBrennan@winnipeg.ca

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16.3 Any notice or other communication sent by registered mail shall be deemed to have been received on the third business day following the date of mailing. If mail service is disrupted by labor controversy, notice shall be delivered personally, or by courier (prepaid), or by way of facsimile transmission.

IN WITNESS WHEREOF this Agreement has been executed by the duly authorized representatives of the parties.

THE CITY OF WINNIPEG

DATE: _____

_____
Mayor

DATE: _____

_____
City Clerk

BOARD OF GOVERNORS OF RED RIVER COLLEGE

DATE: _____

_____
Dean, School of Health Sciences
& Community Services

DATE: _____

_____
Vice President, Academic & Research

Approved as to content:

_____
Fire & Paramedic Chief
Winnipeg Fire Paramedic Service

Approved as to form:

_____
for Acting City Solicitor /
Manager of Legal Services

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