# AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND JOHN C. CALHOUN STATE COMMUNITY COLLEGE FOR THE FACILITATION OF EMT PROGRAM TRAINING

STATE OF ALABAMA	)
	)
<b>COUNTY OF MADISON</b>	)

This Agreement is made by and between the City of Huntsville, Alabama, a municipal corporation (hereinafter referred to as "City") and John C. Calhoun State Community College (hereinafter referred to as "Calhoun") for the facilitation of Emergency Medical Technician (EMT) program training for Huntsville Fire & Rescue (HFR) Training Center participants. This Agreement shall be effective on the date it is executed by the last party to execute it ("Effective Date").

#### RECITALS

**WHEREAS**, the City of Huntsville and HFR have the need to have certain employees of HFR trained to be certified as Emergency Medical Technicians (EMTs); and

WHEREAS, Calhoun has the necessary qualification to facilitate the said training;

#### WITNESSETH

**NOW THEREFORE**, in consideration of the mutual promises and covenants, herein contained, the parties hereby agree as follows, to wit:

1.0 Scope of Work. Calhoun, through the Calhoun Workforce Solutions program (CWS), will facilitate the EMT program training (the "Training") for HFR participants. This training program will be conducted at the HFR Training Center located at 5365 Triana Blvd SW, Huntsville, AL 35805. The Training will be conducted by instructors provided by HFR under the supervision and guidance of a dedicated Project Manager provided by Calhoun. The Training will consist of 180 hours of classroom/theory and lab training and 45 hours of clinical training and will be provided for a maximum of thirty (30) participants.

CWS will provide a dedicated Project Manager to oversee the delivery of the EMT program (180-hour theory and lab/45-hour clinical). HFR will provide certified instructor(s) who are credentialed in the latest protocol to facilitate the training and clinical experiences. CWS's Project Manager will work collaboratively with HFR administration to ensure that the instructor(s) meet the minimum instructional qualifications in accordance with the Alabama State Board of Health, Alabama Department of Public Health Administrative Code, Chapter 420-2-1 Emergency Medical Services 420-2-1.32 (9) Instructor Requirements 2. Level 2 and 3 Course Instructor (i) High school diploma or GED. (ii) Current Alabama license as the level being taught or above, or currently licensed in Alabama as a physician. (iii)

Certification from an EMS instructor course approved 62 by the OEMS, i.e. Level 1 NAEMSE, DOT Instructor Course, Alabama Fire College Instructor Course, DoD Instructor Course, AHA Core Instructor Course. (iv) Minimum of 3 years of prehospital field experience.

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of	the	Cit	tу	of	Н	untsv	ille,	Alabama
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(v) Current CPR Instructor certification. (vi) Supervised probationary teaching experience for one entire course at the instruction level being taught. (vii) Approved by the Program Director and Medical Director.

HFR will provide textbooks, computers, and clinical laboratory space and equipment necessary to perform the practical and testing activities associated with the training. HFR will also provide all participants personal stethoscopes, trauma shears, uniform pants (black or navy blue), and shoes/boots (black). In addition, each participant is responsible for submitting a completed CWS health form prior to being accepted into the clinical portion of the training; this includes a physical exam, immunization tracking, drug screening and a background check. HFR is responsible for ensuring that drug screening and background check records are current (no more than 12 months old) and are available to CWS's Project Manager upon request.

CWS will supply Alabama Department of Postsecondary Education's (DPE's) copyrighted curriculum and instructor access to online materials. The course description is set forth more fully in Exhibit "A" attached hereto and incorporated herein by reference. In addition, CWS will provide customized assessments that are designed to reflect the National Registry for Emergency Medical Technicians (NREMT) body of knowledge and serve as preparation for the certification exam. To protect the integrity of the curriculum and assessments for both parties, CWS personnel will proctor all assessments. Upon successful completion, participants will be qualified to challenge the NREMT board exam (NOTE: The NREMT exam is NOT a part of this scope of work).

CWS will provide each participant with two uniform shirts, a Platinum Planner, immunization and document tracking, malpractice insurance and EMS online testing in exchange for the variable cost fee.

Each participant will receive a certificate of completion from Calhoun Community College. HFR Administration will receive aggregated results of the participant evaluations. In addition, and for continuous improvement purposes, Calhoun will provide HFR Administration with individual and aggregated results of the customized assessments. Calhoun will ensure that all Family Educational Rights and Privacy Act (FERPA) guidelines are followed.

- **2.0** Period of Performance and Schedule: The initial Training session shall commence on or around August 1<sup>st</sup>, 2022 and be completed no more than 12 weeks from the commence date. Additional Training sessions will be coordinated as needed to commence no later than July 31<sup>st</sup>, 2025.
- **3.0** Contract Price: In consideration of the services rendered hereunder, the City shall pay to Calhoun for the work performed pursuant to the Scope of Work the amount of Four Thousand and no/100 Dollars (\$4,000.00) plus One hundred forty and no/100 Dollars (\$140.00) Variable Cost fee for each participant in the Training. The City shall pay Calhoun within thirty (30) days from the date of receipt of the monthly invoice from Calhoun.
- **4.0 Place of Performance:** The contract will be performed primarily in Huntsville, Alabama.
- **5.0** Calhoun Performing as an Independent Contractor: In the performance of this work it is understood between the parties that Calhoun and its employees, agents, subcontractors and consultants, if any, shall be acting as independent contractors and not as an employee of the City of Huntsville. Calhoun shall have no authority to obligate the City to any indebtedness or other obligation.
- **6.0** Notices: All notices to be delivered hereunder shall be delivered to the other party by placing the same in the United States Mail, First Class postage prepaid, by prepaid overnight

service through Federal Express or United Parcel Services or by hand delivery, to the addressee, addressed as follows:

John C. Calhoun Community College
Attention: Richard Tyler Mosley
P O Box 2216
Decatur, AL 35609

City of Huntsville Fire and Rescue
Attention: Thomas Toone
P O Box 308
Huntsville, AL 35804

- **7.0 Entire Agreement:** The contract between the City and Calhoun consists of this written Agreement and any documents or drawings furnished by the City and referenced herein. This written Agreement, including all attachments, constitutes the entire agreement between the City and Calhoun with reference to the Scope of Work delineated within. Except to the extent specifically excluded herein, this Contract supersedes any bid or proposals documents and all prior written or oral communication, representation and negotiations, if any, between the City and Civil Solutions.
- **8.0** Effective Date of Contract: This contract shall be effective on the date this Agreement is executed by the last party to execute it.
- **9.0** Nothing contained in this Contract shall create, or be interpreted to create, privity or any other contractual agreement between the City and person or entity other than Calhoun.
- **10.0 No Waiver Clause:** The failure of either party to insist in one or more instances upon the performance of any term of this Contract is not a waiver of the party's right to future performance of such terms.
- 11.0 This agreement shall be governed by the laws of the State of Alabama. Proper venue to enforce any section of this agreement shall be in the Circuit Court of Madison County, Alabama or the United States District Court for the Northern District of Alabama, Northeastern Division.
- **12.0** This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.
- **13.0** When a word, term or phrase is used in this Contract, it shall be interpreted or construed. First, as defined herein; second, if not defined, according to its generally accepted meaning in the Contractual industry; and third, if there is no generally accepted meaning in the Contractual industry, according to its common and customary usage.
- **14.0** The words "include," "includes," or "including," as used in this Contract, shall be deemed to be followed by the phrase, "without limitation."
- **15.0** The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any other, non- specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract.
- **16.0** Words or terms used as nouns in this Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.
- 17.0 Time limitations contained herein, or provided for hereby, are of the essence of this Agreement.

- **18.0** Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.
- **19.0** In consideration of the signing of this Agreement, the parties hereto for themselves, their agents, officials, employees, and servants agree not to discriminate in any manner on the basis of race, color, creed, age, sex, disability or national origin with reference to the subject matter of this contract, no matter how remote. This nondiscrimination provision shall be binding on the successors and assigns of the parties with reference to the subject matter of this Agreement.

**IN WITNESS WHEREOF,** the parties have executed this agreement on the day and year first above written.

		JOHN C. CALHOUN COMMUNITY COLLEGE	
Attes	t:		
		By :	Its:
		CITY OF HUNTSVILLE a municipal corporation in the State of Alabama	
Attes	t:		
	Kenneth Benion	By: Tommy Battle	
Its:	Clerk-Treasurer	Its: Mayor	

STATE OF ALABAMA )		
COUNTY OF MADISON )		
I, the undersigned, a notary public in and a Tommy Battle and Kenneth Benion, whose names a Huntsville, a municipal corporation, are signed to the acknowledged before me on this day that, being inforcapacity as such officers, executed the same with full the day the same bears day.	as Mayor and City Clerk-Treasurer the foregoing document, and who are treated of the contents of the docume	of The City of the known to me, tent, they, in their
GIVEN under my hand and official seal this the	day of	, 2022.
	Notary Public My Commission Expires:	
STATE OF ALABAMA ) COUNTY OF)		
I, the undersigned, a notary public in and for some second point of John Control of the contents of the instrument, he/she, in his/her cauthority for and as the act of said entity on the day the	C. Calhoun Community College, i wledged before me on this day that apacity as such officer, executed the	s signed to the being informed
GIVEN under my hand and official seal this the	heday of	, 2022.
	Notary Public	
	My Commission Expires:	

COURSE DESCRIPTION EXHIBIT A

### **EMERGENCY MEDICAL TECHNICAL (EMT) PROGRAM**

### **Course Description:**

This course covers the current American Heart Association guidelines for CPR and EEC, providing all the practical information students need to succeed as an EMS professional. Using the National EMS Education Standards as a foundation, this content going beyond the Standards to provide the most current, accurate reflection of EMS practice today. Getting students to think like an EMT, the course integrates scientific principles in a way that is easy to understand, and a host of critical thinking features. The course is designed to prepare individuals to take the National Registry Emergency Medical Technicians (NREMT) Exam.

Length: 180 hours (theory/lab) + 45 hours (clinical experiences)

#### **Course Outline:**

#### Section 1 – Foundations

- 1. Introduction to Emergency Medical Services and the Health Care System
- 2. The Well-being of the EMT
- 3. Lifting and Moving Patients
- 4. Medical, Legal, and Ethical Issues
- 5. Medical Terminology and Anatomy and Physiology
- 6. Principles of Pathophysiology
- 7. Life Span Development

### Section 2 – Airway Management, Respiration, and Artificial Ventilation

- 1. Airway Management
- 2. Respiration and Artificial Ventilation (Sample Chapter)

#### Section 3 - Patient Assessment

- 1. Scene Size-up
- 2. The Primary Assessment
- 3. Vital Signs and Monitoring Devices
- 4. Assessment of the Trauma Patient (includes history-taking specific to the trauma patient)
- 5. Assessment of Medical Patient (includes history-taking specific to the medical patient)
- 6. Reassessment
- 7. Critical Thinking and Decision Making
- 8. Communication and Documentation

### Section 4 - Medical Emergencies

- 1. General Pharmacology
- 2. Respiratory Emergencies
- 3. Cardiac Emergencies
- 4. Diabetic Emergencies and Altered Mental Status

# COURSE DESCRIPTION EXHIBIT A

### EMERGENCY MEDICAL TECHNICAL (EMT) PROGRAM (cont'd)

- 5. Allergic Reaction
- 6. Poisoning and Overdose Emergencies
- 7. Abdominal Emergencies
- 8. Behavioral and Psychiatric Emergencies and Suicide
- 9. Hematologic and Renal Emergencies

### **Section 5 – Trauma Emergencies**

- 1. Bleeding and Shock
- 2. Soft Tissue Trauma
- 3. Chest and Abdominal Trauma
- 4. Musculoskeletal Trauma
- 5. Trauma to the Head, Neck, and Spine
- 6. Multisystem Trauma
- 7. Environmental Emergencies

### Section 6 - Special Populations

- 1. Obstetric and Gynecologic Emergencies
- 2. Pediatric Emergencies
- 3. Geriatric Emergencies
- 4. Emergencies for Patients with Special Challenges

# Section 7 - Operations

- 1. EMS Operations
- 2. Hazardous Materials, Multiple-Casualty Incidents, and Incident Management
- 3. Highway Safety and Vehicle Extrication
- 4. EMS Response to Terrorism