

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

812



FROM: Fire

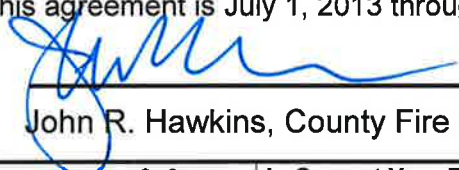
SUBMITTAL DATE:
July 12, 2013

SUBJECT: Approval of the College/Pre-Hospital Provider Agreement to Provide Supervised Field Service Experience for EMS Program Students
District All / District All

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached College/Pre-Hospital Provider Agreement to Provide Supervised Field Service Experience for EMS Program Students; and
2. Authorize the Chairman of the Board to execute this Agreement on behalf of the County.

BACKGROUND: The California State University, Sacramento maintains an Emergency Medical Services Program for students studying in the fields of EMT- Basic, EMT- Advanced, and EMT- Paramedic. The University desires to contract with the Riverside County Fire Department to provide supervised field experience for the students that are enrolled in its EMS Program, and as such, the two agencies have reached an agreement as to the level of service to be provided to the student. This Agreement provides for the responsibilities of each party. The term of this agreement is July 1, 2013 through June 30, 2016.


John R. Hawkins, County Fire Chief

FINANCIAL DATA

Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	Yes
Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
Annual Net County Cost:	\$ 0	For Fiscal Year:	13/14

SOURCE OF FUNDS:

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature

BY: 
Tina Grande

- Policy
- Policy
- Consent
- Consent

Dep't Recomm.:
Per Exec. Ofc.:

2013 JUL 11 6 51 13
RECEIVED STATEWIDE COUNTY

Prev. Agn. Ref.: None

District: All/All

Agenda Number:

3-37

FORM APPROVED COUNTY COUNSEL
BY: ERIC STOPHER
DATE: 8/13/13
Departmental Concurrence

RE: College/Pre-Hospital Provider Agreement to Provide Supervised Field Service Experience for EMS Program Students

Date July 12, 2013

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BACKGROUND CONTINUED:

The County of Riverside, on behalf of its Riverside County Fire Department contracts with the State of California, Department of Forestry and Fire Protection ("CAL-FIRE"), whereby CAL-FIRE personnel provides Fire Services which include Medical Emergency Services to serve the unincorporated areas of the County of Riverside.

CAL FIRE headquarters is located in Sacramento, California. The University of California is an accredited program also located in Sacramento, California. The University of California, Sacramento provides a substantial pool of Emergency Medical Technician (Basic, Advanced, & Paramedic) graduates desiring to work for Riverside County Fire Department in Cooperation with CAL FIRE. Firefighters with Emergency Medical Technician qualifications are in the highest demand and need for all Fire Department's State-wide. The Department is currently working on similar agreements with local accredited colleges and universities as well.

The final section of the student program is the field internship in which students assume the role of a paramedic under supervision of a preceptor. During this internship the student is evaluated on demonstration of patient pre-hospital care. The student is also evaluated in the performance of duties including interaction with patients, families, hospitals, co-workers, and other emergency agencies of the same or different cultures; displaying respect politeness, discretion and teamwork; displaying actions and attitudes consistent with ethical standards of the profession are among some those characteristics being taught and evaluated. The Riverside County Fire Department in Cooperation with CAL FIRE will greatly benefit in the mentoring and training of these students as potential employees with this important and informative final training being conducted under Riverside County Fire Department's Rules, Regulations, and Ethics.

There is no cost to Riverside County for this program. Per Health and Safety Code Section 1799.100, "In order to encourage local agencies and other organizations to train people in emergency medical services, no local agency, entity of state or local government, private business or nonprofit organization included on the statewide registry that voluntarily and without expectation and receipt of compensation donates services, goods, labor, equipment, resources, or dispensaries or other facilities, in compliance with Section 8588.2 of the Government Code, or other public or private organization which sponsors, authorizes, supports, finances, or supervises the training of people, or certifies those people, excluding physicians and surgeons, registered nurses, and licensed vocational nurses, as defined, in emergency medical services, shall be liable for any civil damages alleged to result from those training programs." All students are required to sign a Statement of Patient Confidentiality before beginning the field training. The above Program is in correlation with the Riverside County EMS Program Internship Field Guide in accordance with the pertinent sections of Division 9 of Title 22 of the California Code of Regulations and Division 2.4 of the California Health and Safety Code.

COLLEGE/PRE-HOSPITAL PROVIDER AGREEMENT
TO PROVIDE SUPERVISED FIELD SERVICE EXPERIENCE FOR
EMS PROGRAM STUDENTS

THIS COLLEGE/PRE-HOSPITAL PROVIDER AGREEMENT (hereinafter referred to as "Agreement") is entered into by and between the California State University, Sacramento, on behalf of its College of Continuing Education, (hereinafter referred to as "COLLEGE") and the County of Riverside, a political subdivision of the State of California, on behalf of the Fire Department, (hereinafter referred to as "PROVIDER"). The COLLEGE and PROVIDER shall collectively be referred to herein as "the Parties".

PURPOSE

The COLLEGE maintains an Emergency Medical Services Program for students studying in the fields of Emergency Medical Technician Basic ("EMT-B"), Advanced Emergency Medical Technician ("EMT-A"), and Emergency Medical Technician - Paramedic Program ("EMT-Paramedic"), (hereinafter collectively referred to as the ("EMS Program")).

The EMS Program has certain requirements for students to gain supervised field experience while enrolled in the EMS Program.

The PROVIDER supplies emergency medical services to the community which lend themselves to the provision of said supervised field experience for students of the EMS Program.

The COLLEGE and the PROVIDER desire to cooperate in the EMS Program and to use the facilities of both Parties in connection therewith.

The PROVIDER shall retain complete responsibility for fire protection, disaster preparedness and response, fire prevention, rescue, hazardous materials mitigation, technical rescue response, medical emergency services, and public service assists (hereinafter called "Fire Services"). Students in the program are restricted from performing any Fire Services that are not EMS related.

The Students training experience will provide observation of the day to day responsibilities of the PROVIDER as well as provide the required hours and field experience in emergency medical patient care in correlation with the Riverside County EMS Program Internship Field Guide in accordance with the pertinent sections of Division 9 of Title 22 of the California Code of Regulations and Division 2.5 of the California Health and Safety Code. The PROVIDER shall retain ultimate responsibility at all times for the care of all patients receiving EMS treatment.

The PROVIDER has entered into that certain Cooperative Fire Programs Fire Protection Reimbursement Agreement ("CAL FIRE Agreement") dated June 26, 2012 with the State of California, Department of Forestry and Fire Protection ("CAL-FIRE") whereby CAL-FIRE personnel provides fire protection, disaster preparedness and response, fire prevention, rescue, hazardous materials mitigation, technical rescue response, medical emergency services, and public service assists ("Fire Services") to the PROVIDER to serve the unincorporated areas of the County of Riverside.

The PROVIDER by way of separate cooperative agreements with several cities and special districts ("Contract Partners"), through its CAL FIRE Agreement, provides Fire Services in each Contract Partners' respective jurisdiction.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

AGREEMENT

1. The COLLEGE shall:
 - a. Assume full responsibility for the preparation of instructors for positions in EMS Academy.
 - b. Be responsible for the development, organization, and implementation of the EMS Program curriculum under the direction of a qualified EMS Program Director.

Select, test, and supervise the students admitted to the EMS Program at the time of admittance and throughout the period of time prescribed for the student's completion of the EMS Program.
 - c. Provide certificated instructors to teach all prescribed courses in the EMS Program, including any instruction or training which may be carried on at the PROVIDER. The instructors and the Director of EMS Program shall be named, appointed, and assigned by the COLLEGE in accordance with its established procedures for employment of instructional personnel. The instructor/student ratio shall not exceed the ratio listed for the EMS Program in accordance with the State of California EMT, EMT-I, and EMT-P policies.
 - d. Provide each new instructor an opportunity to participate in an orientation with the PROVIDER. This orientation shall be arranged through mutual agreement of the COLLEGE and the PROVIDER.
 - e. Provide all instructional supplies and equipment as needed for the EMS Program, except those which the PROVIDER hereinafter specifically agrees to provide.

- f. Provide administrative functions, including admission, counseling, scheduling, attendance, accounting, and achievement records in connection with the EMS Program, similar to those maintained for all other students at California EMS Academy.
 - g. Furnish copies of class schedules and student rotation assignments to the PROVIDER, prepared by the EMS Program Director after consultation with the PROVIDER.
 - h. Provide documentation that recognizes the EMT - Paramedic program meets national standards and is an accredited program through CAAHEP and CoAEMSP.
 - i. Provide PROVIDER a copy of the Emergency Notification Form for each student prior to participation in the EMS Program Field Training.
2. The PROVIDER shall provide the following:
 - a. The cooperation and counsel of the PROVIDER to help ensure success of the EMS Program.
 - b. As broad an experience as possible with opportunities for observation, participation, or independent activity involving day to day responsibilities of emergency medical patient care through the program offered by the PROVIDER.
 - c. Retain complete control and responsibility of victim/patient care as well as Supervision and oversight of students participation at all times.
3. Should emergency treatment be necessary for students in the event of accident or sudden illness, the cost of such treatment shall be covered by the Student. It will be the duty and obligation of the COLLEGE to insure that a claim is properly filed with the COLLEGE'S Risk Management Department if applicable. The parties agree that the standards of the EMS Program shall be maintained at a level equal to or exceeding those required by the State of California as outlined in Title 22 of the Code of Regulations.
4. The Parties agree that the students and staff of the COLLEGE participating in the EMS Program are not employees or agents of the PROVIDER, nor shall they become employees or agents of the PROVIDER by virtue of their participation in the EMS Program, but shall be subject to and shall abide by all PROVIDER rules, regulations, and policies, including, but not limited to: those governing professional conduct, confidentiality, discrimination, affirmative action, substance abuse, and Blood Borne Pathogen Control Plan. In the event a student fails or

refuses to do so, the PROVIDER reserves the right to deny the use of its facilities and services by such student.

5. Each student in the EMS Program, prior to beginning field training with the PROVIDER, shall have on file, documentation of health status with the College EMS Program Director including: documentation of negative TB test within the previous year, and current Hepatitis B vaccination. This documentation shall be provided to PROVIDER upon request.
6. The number of students participating in the EMS Program who are assigned to the PROVIDER shall be determined by mutual agreement of the Parties.
7. Per Division 9 of Title 22 of the California Code of Regulations; no more than one (1) EMT student, of any level, shall be assigned to a response vehicle at any one time during the student's field training.
8. Students are not authorized to drive any PROVIDER vehicle, but may ride in such vehicles during their participation in this program when driven by a PROVIDER employee.
9. A strict code of confidentiality of victim/patient information shall be maintained by all participants in the EMS Program.
 - a. Students will sign a Statement of Confidentiality as part of the Orientation. This signature binds the student to maintain patient confidentiality throughout the field experience. No copies of patient records shall be made, and no records or copies thereof shall be removed from the PROVIDER.
 - b. The discussion, transmission, or narration in any form by students of any individually identifiable client/patient information, medical or otherwise, obtained in the course of the EMS Program is forbidden. Students shall use de-identified information only in any discussions about the clinical experience with the College, its employees, or agents as a necessary part of the practical experience.
 - c. In the event of an individual's failure to comply with the confidentiality requirements stated herein, or his/her refusal to enter into a confidentiality agreement hereinafter required to be entered into with the PROVIDER'S resources, as applicable, shall be denied approval to participate under this Agreement.

10. Initial Term and Renewal.

- a. The term of this Agreement shall be from the last date of final execution to June 30, 2016.
- b. One hundred eighty (180) days prior to the date of expiration of this Agreement, COLLEGE shall give PROVIDER written notice of whether COLLEGE intends to extend this Agreement or enter into a new agreement with PROVIDER for EMS Program Services.

11. Termination.

Either party to this Agreement may terminate this Agreement by providing a written notice of termination to the other party hereto no less than one (1) month prior to the expiration of the term hereof. If such notice is given unilaterally by PROVIDER except any notice issued because of actions of CAL FIRE or COLLEGE, PROVIDER agrees those students enrolled at the time in the COLLEGE EMS Program may be permitted to complete their field training pursuant to and under this Agreement in the sole discretion of the PROVIDER on the condition the COLLEGE agrees to continue the effectiveness of the provisions of this Agreement with regard to the students.

12. Discrimination.

The COLLEGE, its employees, agents and students accessing PROVIDER resources hereunder shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of race, religion, medical condition, disability, marital status, sex, age or sexual orientation, and shall comply with all other requirements of law regarding nondiscrimination and affirmative action including those laws pertaining to the prohibition of discrimination against qualified handicapped persons in all programs or activities. For the purposes of this Agreement, distinction on the grounds of race, religion, medical condition, disability, marital status, sex, age or sexual orientation include, but are not limited to, the following:

- a. Denying an eligible person or providing to an eligible person any service or benefit which is different, or is provided in different manner or at a different time from that provided to other eligible persons under this Agreement.
- b. Subjecting an eligible person to segregation or separate treatment in any manner related to his/her receipt of any service or benefit, except when necessary for infection control.

- c. Restricting an eligible person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving a similar service or benefit.
- d. Treatment of an eligible person differently from others in determining whether he/she has satisfied any eligibility, membership, or other requirement or condition which individuals must meet in order to be provided the same or similar service or benefit.
- e. The assignment of times or places for the provision of services on the basis of race, religion, medical condition, disability, marital status, sex, age or sexual orientation of the eligible person to be served.

13. Insurance.

COLLEGE shall purchase and maintain during the duration of this Agreement and after the expiration of this Agreement as provided below, the following insurance coverage:

- a. Worker's compensation and employer's liability coverage for College's legal and statutory obligations for damages due to bodily injuries either by accident or disease, occurring to College's employees, agents or servants as a result of employment.
- b. General liability covering College, its agents, students, employees, and servants for bodily injury personal injury, or property damage claims arising out of the premises, products or activities of the College. Minimum limits of liability for the above coverage shall be \$1,000,000 per occurrence and \$3,000,000 aggregate for bodily injury and property damage.
- c. Professional liability covering College, its agents, employees, and servants for bodily injury and personal injury claims of victim/patients arising out of the rendering or failure to render care by Staff, College or its agents, students, employees or servants. Minimum limits of liability shall be \$1,000,000 per incident and \$3,000,000 annual aggregate. In the event such coverage is through a "claims made" policy and is either cancelled, replaced or non-renewed, College shall obtain and maintain extended coverage ("tail") insurance covering occurrences during the effective period of this Agreement.
- d. All students performing fireld work, internships and similar activities who are registered in for-credit courses for which the internships are required are covered with the College's general and/or professional liability insurance with blanket policies.

- e. The policies required hereunder shall provide for written notice to Provider at least thirty (30) days prior to the cancellation or modification of any above-mentioned insurance.
- f. College shall provide Provider with certificates of insurance as evidence that all coverage required under this Agreement listed above have been obtained and are in full force and effect. Provider shall be named on all policies required under this Agreement as an additional insured per the requirements of this Agreement. Certificates of insurance must be supplied within five (5) days of effective date of this Agreement, and thereafter prior to the expiration date noted upon each certificate. Such policies and the insurers thereunder shall be subject to reasonable and good faith approval by Provider.
- g. It is understood and agreed that the California State University is a self-insured public agency of the State of California. The University also maintains self-insurance programs to fund its respective liabilities.

14. Indemnification and Hold Harmless.

To the fullest extent permitted by applicable law, COLLEGE shall and does agree to indemnify, protect, defend and hold harmless PROVIDER, its agencies, departments, directors, officers, agents, Board of Supervisors, elected and appointed officials and representatives (collectively, "Indemnitees") for, from and against any and all liabilities, claims, damages, losses, liens, causes of action, suits, awards, judgments and expenses, attorney and/or consultant fees and costs, taxable or otherwise, of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (1) the services performed hereunder, by COLLEGE, or any part thereof, (2) the Agreement, including any approved amendments or modifications, or (3) any negligent act or omission of COLLEGE its officers, employees, subcontractors, agents, or representatives (collectively, "Liabilities"). Notwithstanding the foregoing, the only Liabilities with respect to which COLLEGE's obligation to indemnify, including the cost to defend, the Indemnitees does not apply is with respect to Liabilities resulting from the negligence or willful misconduct of an Indemnatee, or to the extent such claims do not arise out of, pertain to or relate to the Scope of Work in the Agreement.

To the fullest extent permitted by applicable law, PROVIDER shall and does agree to indemnify, protect, defend and hold harmless COLLEGE, its agencies, districts, special districts and departments, their respective directors, officers, elected and appointed officials, employees, agents and representatives (collectively, "Indemnitees") for, from and against any and all liabilities, claims, damages, losses,

liens, causes of action, suits, awards; judgments and expenses, attorney and/or consultant fees and costs, taxable or otherwise, of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (1) the Services performed hereunder by PROVIDER, or any part thereof, (2) the Agreement, including any approved amendments or modifications, or (3) any negligent act or omission of PROVIDER, its officers, employees, subcontractors, agents, or representatives (collectively, "Liabilities"). Notwithstanding the foregoing, the only Liabilities with respect to which PROVIDER's obligation to indemnify, including the cost to defend, the Indemnitees does not apply is with respect to Liabilities resulting from the negligence or willful misconduct of an Indemnitee, or to the extent such claims do not arise out of, pertain to or relate to the Scope of Work in the Agreement.

15. Disputes.

COLLEGE shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of COLLEGE, be available for contract resolution or policy intervention with PROVIDER, when, upon determination by the Chief that a situation exists under this Agreement in which a decision to serve the interest of COLLEGE has the potential to conflict with PROVIDER interest or policy. Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed of within a reasonable period of time by the COLLEGE and PROVIDER employees normally responsible for the administration of this Agreement shall be brought to the attention of the Chief Executive Officer (or designated representative) of each organization for joint resolution. For purposes of this provision, a "reasonable period of time" shall be ten (10) calendar days or less. COLLEGE and PROVIDER agree to continue with the responsibilities under this Agreement during any dispute. Disputes that are not resolved informally by and between COLLEGE and PROVIDER representatives may be resolved, by mutual agreement of the parties, through alternate forms of dispute resolution, including, but not limited to, mediation or non-binding arbitration. The costs associated with the selected form of dispute resolution such as mediation or non-binding arbitration shall be shared equally among the participating parties. If the alternate form of dispute resolution does not resolve the issue(s), the parties reserve the right to seek remedies as provided by law or in equity. Venue for litigation shall be in Riverside County.

Any claims or causes of actions, whether they arise out of unresolved disputes as specified in this Section or claims by third parties that are made against the PROVIDER, shall be submitted to the Office of the Clerk of the Board for the County of Riverside in a timely manner.

16. Delivery of Notices

Any notices to be served pursuant to this Agreement shall be considered delivered when deposited in the United States mail and addressed to:

PROVIDER

County Fire Chief
210 W. San Jacinto Ave.
Perris, CA 92570

COLLEGE

Contract Administrator
Procurement & Contract Services
6000 J St., Sequoia Hall, Room 320
Sacramento, CA 95819-6008

Provisions of this section do not preclude any notices being delivered in person to the addresses shown above. Delivery in person shall constitute service hereunder, effective when such service is made.

17. Entire Contract.

This Agreement contains the whole contract between the parties for the provision of Preceptor Services. It may be amended or modified upon the mutual written consent of the parties hereto. This Agreement does NOT supplement other specific agreements entered into by both parties for equipment or facilities, and excepting those equipment or facilities agreements, this Agreement cancels and supersedes any previous agreement for the same or similar services.

This Agreement may be executed in duplicate counterpart originals, each of which is deemed to be an original, and all of which when taken shall constitute one and the same instrument.

[Signature Provisions on following page]

IN WITNESS WHEREOF, the duly authorized officials of the parties hereto have, in their respective capacities, set their hands as of the date first hereinabove written.

Dated: 6/28/13

CALIFORNIA STATE UNIVERSITY,
SACRAMENTO

By: 
SUZANNE SWARTZ,
Contract Administrator

Dated: _____

COUNTY OF RIVERSIDE

By: _____
Chairman, Board of Supervisors

ATTEST:

KECIA HARPER-IHEM
Clerk of the Board

APPROVED AS TO FORM:
PAMELA J. WALLS,
County Counsel

By: 
ERIC STOPHER
Deputy County Counsel

By: _____
Deputy

(SEAL)