

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

330



SUBMITTAL DATE:
July 21, 2016

FROM: FIRE

SUBJECT: Approval of the College/Pre-Hospital Provider Agreement between the County of Riverside and The National Medical Education & Training Center, to provide Supervised Field Service Experience for Emergency Medical Service Program Students for three (3) years [\$0.00]
District All

RECOMMENDED MOTION: That the Board of Supervisors: Approve and authorize the Chairman of the Board to execute the attached College/Pre-Hospital agreement between the County of Riverside and The National Medical Education & Training Center to provide supervised field service experience for Emergency Medical Service (EMS) program students.

BACKGROUND:

Summary

The National Medical Education & Training Center maintains an Emergency Medical Services Program for students studying in the fields of EMT – Basic and EMT – Paramedic. The Training Center 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.

[Signature]
John R. Hawkins,
Fire Chief

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ N/A	\$ N/A	\$ N/A	\$ N/A	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ N/A	\$ N/A	\$ N/A	\$ N/A	

SOURCE OF FUNDS: N/A

Budget Adjustment: No
For Fiscal Year: 16/17

C.E.O. RECOMMENDATION:

APPROVE
[Signature]
BY: Tina Grande

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

FORM APPROVED COUNTY COUNSEL 8/3/16
BY: GREGORY P. PRIAMOS DATE
Departmental Concurrence

- A-30
- Positions Added
- 4/5 Vote
- Change Order

Prev. Agn. Ref.: N/A | **District:** All | **Agenda Number:**

3-42

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

FORM 11: Approval of the College/Pre-Hospital Provider Agreement

DATE: July 21, 2016

PAGE: Page 2 of 2

BACKGROUND:

Summary (continued)

This Agreement provides for the responsibilities of each party. The term of this agreement is August 1, 2016 through June 30, 2019.

The National Medical Education & Training Center is a private emergency training school located in West Bridgewater, MA with an accredited Emergency Medical Service (EMS) program for students in the field of emergency medical training. 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 or Field Training Officer (FTO). 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, hospital, co-workers, and other emergency agencies of the same or different cultures; displaying respect, politeness, discretion and teamwork; displaying action and attitude consistent with ethical standards of the profession are among some of 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. The National Medical Education & Training Center provides a 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/Paramedic qualifications are in the highest demand and need for all Fire Departments State-wide. Internships allow the county to build relationships and obtain knowledge about the student as a potential candidate for hire.

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 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 2.5 of the California Health and Safety Code.

This agreement is similar to the County's other College/Pre-Hospital Provider Agreement. The agreement has been approved as to form by County Counsel.

Impact on Citizens and Businesses

There is no direct impact on the citizens and businesses due to the approval of this agreement. There are no costs or change as to the level of service provided to the contract cities and/or county.

SUPPLEMENTAL:

Additional Fiscal Information

There is no fiscal impact with the approval of this agreement.

Contract History and Price Reasonableness

There is no previous agreement between the National Medical Education & Training Center and the Riverside County Fire Department. There is no cost to the county for this program.

COLLEGE/PREHOSPITAL 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 National Medical Education and Training Center, (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.

- 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. 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

10. Initial Term and Renewal.

- a. The term of this Agreement shall be from the last date of final execution to June 30, 2019.
- 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.

- 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 and student, or any part thereof, (2) the Agreement, including any approved amendments or modifications, or (3) any negligent act or omission of COLLEGE and student 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

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
National Medical Education &
Training Center
22 Pleasant Street, Unit 3
West Bridgewater, MA 02379

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.

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[Signature Provisions on following page]