

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



ITEM
3.20
(ID # 4074)


MEETING DATE:
Tuesday, May 2, 2017

FROM : FIRE DEPARTMENT:

SUBJECT: FIRE DEPARTMENT: Approval of the College/Pre-Hospital Provider Agreement between the County of Riverside and American Medical Response West, dba: NCTI to provide Supervised Field Service Experience for Emergency Medical Service Program Students for five (5) years District: All [\$0]

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 American Medical Response West, dba: NCTI to provide supervised field service experience for Emergency Medical Service (EMS) program students.

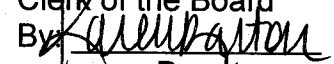
ACTION: Policy


John McWhins, Chief of Fire Riverside County 4/12/2017

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Tavaglione, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington and Ashley
Nays: None
Absent: None
Date: May 2, 2017
xc: Fire

Kecia Harper-Ihem
Clerk of the Board
By 
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: N/A			Budget Adjustment: No	
			For Fiscal Year:	17/18

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The American Medical Response West, dba: NCTI, maintains an Emergency Medical Services Program for students studying in the fields of EMT – Basic and EMT – Paramedic. The Authority desires to contract with the Riverside County Fire Department to provide supervised field experience for the students that are enrolled in its EMS Program. The American Medical Response West, dba: NCTI is a public community college emergency training school located in Riverside, CA with an accredited Emergency Medical Service (EMS) program for students in the field of Emergency Medical Training (EMT). The final section the student program is the field internship in which students assume the role of a EMT 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, 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 American Medical Response West, dba: NCTI desires the County of Riverside to enter into an agreement to provide internship to its students.

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. American Medical Response West, dba: NCTI 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 Departments State-wide. Internships allow the county, in Cooperation with CAL FIRE, to build relationships and obtain knowledge about the student as a potential candidate for hire.

The two agencies have reached an agreement as to the level of service to be provided to the student. This agreement provides for the responsibility of each party. The term of this agreement shall be from the last date of final execution through June 30, 2022.

The Department currently has and is working on similar agreements with local accredited colleges and universities as well.

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There is no cost to Riverside County for this program. Per Health and Safety Code Section 1799.100, the county is not liable for any civil damages as a result of alleged damages from this training program. In addition, American Medical Response West, dba: NCTI shall and does agree to indemnify, protect, defend and hold harmless the County, its agencies, departments, directors, officers, agents, Board of Supervisors, elected and appointed officials and representatives. 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 2.4 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 Residents and Businesses

There is no direct impact on the citizens and businesses due to the approval of this agreement. There are no changes as to the level of service provided to the contract since the last signed agreement in FY 14/15.

SUPPLEMENTAL:

Additional Fiscal Information

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

Contract History and Price Reasonableness

There are no changes as to the level of service provided to the contract since the last signed agreement in FY 14/15. There is no cost to the county for this program.


Neal R Kipnis, Deputy County Counsel IV

4/13/2017


Tina Grande, Principal Management Analyst

4/25/2017


Gregory V. Priamos, Director County Counsel

4/13/2017

COLLEGE/PREHOSPITAL/MEDICAL STUDENT PROVIDER AGREEMENT
TO PROVIDE SUPERVISED FIELD SERVICE EXPERIENCE FOR
EMS PROGRAM STUDENTS

THIS COLLEGE/PRE-HOSPITAL/MEDICAL STUDENT PROVIDER AGREEMENT (hereinafter referred to as "Agreement") is entered into by and between the American Medical Response West, dba: NCTI, (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".

RECITALS

The COLLEGE maintains an Emergency Medical Services Program for students studying in the fields of Emergency Medical Technician ("EMT"), Advanced Emergency Medical Technician ("AEMT"), Paramedic ("-Paramedic") Mobile Intensive Care Nurse and Medical Resident Programs (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 and participation 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 and 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.

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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.

There shall be no money exchanged between the parties related to this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. The COLLEGE shall:

- a. 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.

- b. Provide certificated instructors to teach all prescribed courses in the EMS Program, including any instruction or training which may be carried on at or with the PROVIDER. The instructors and the Director of the 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 policies.
- c. 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.
- d. Provide all instructional supplies and equipment as needed for the EMS Program, except those which the PROVIDER specifically agrees to provide as stated in the Agreement.

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- e. 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.
 - f. Furnish copies of class schedules and student rotation assignments to the PROVIDER, prepared by the EMS Program Director after consultation with the PROVIDER.
 - g. Provide documentation that recognizes the Paramedic program meets national standards and is an accredited program through CAAHEP.
 - h. 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 ensure 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.
5. Students 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 to such student.

6. 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.
7. The number of students participating in the EMS Program who are assigned to the PROVIDER shall be determined by mutual agreement of the Parties.
8. Pursuant to Division 9 of Title 22 of the California Code of Regulations; no more than one (1) student, of any level, shall be assigned to a response vehicle at any one time during the student's field training.
9. 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.
10. A strict code of confidentiality of victim/patient information shall be maintained by all participants in the EMS Program.
 - a. Students will sign a confidentiality agreement as part of the orientation. This signature binds the student to maintain patient confidentiality throughout and after the field experience. No copies of patient records shall be made containing Protected Health Information (PHI), 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 redacted PHI only in any discussions about his/her clinical experience with the COLLEGE; and any such discussions shall be limited to necessary participation in the EMS Program.
 - c. In the event of a student's failure to comply with these confidentiality requirements, such student shall be denied approval to participate under this Agreement.
11. Initial Term and Renewal.
 - a. The term of this Agreement shall be from the date of full execution by both parties to June 30, 2020.

- b. At least 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 the EMS Program.

12. Termination of Agreement.

Either party may terminate this Agreement by providing written notice to the other party at least 30 days prior to the expiration of the then current term.

13. 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.

14. 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. COLLEGE shall ensure that all students performing field work, internships and similar activities who are registered in for-credit courses for which the internships, or are in the EMS Program, 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 10 days prior to the cancellation or modification of any insurance.
- f. COLLEGE shall provide Provider with certificates of insurance as evidence that all coverage required under this Agreement have been obtained and are in full force and effect. Provider shall be named as an additional insured on all policies required under 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.

15. Indemnification and Hold Harmless.

COLLEGE shall indemnify, protect, defend and hold harmless PROVIDER, its officers, departments, agencies, employees and representatives from and against any and all liabilities, claims, damages, losses or actions arising out of, caused by, or resulting from the acts or services of COLLEGE, its officers, employees, representatives, staff or students related in any way to this Agreement, including but not limited to all costs of defense, attorneys' fees, settlements or judgments.

PROVIDER shall indemnify, protect, defend and hold harmless COLLEGE, its officers, departments, agencies, employees and representatives from and against any and all liabilities, claims, damages, losses or actions arising out of, caused by, or resulting from the acts or services of PROVIDER, its officers, employees, representatives or staff related in any way to this Agreement, including but not limited to all costs of defense, attorneys' fees, settlements or judgments.

16. Disputes.

Any dispute 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 immediate attention of the executive in charge of the program for each party for joint resolution. If unresolved by the executives, the dispute shall be immediately submitted to formal mediation. COLLEGE and PROVIDER agree to continue with their responsibilities under this Agreement during any dispute.

17. Governing Law; Venue

This Agreement shall be governed by the laws of the State of California. Any legal action related to this Agreement shall be filed in the Superior Court for the State of California located in Riverside, California.

18. Delivery of Notices

Any notices to be served pursuant to this Agreement shall be considered delivered three (3) business days after deposit in the United States mail and addressed to:

PROVIDER
County Fire Chief
210 West San Jacinto Avenue
Perris, CA 92570

COLLEGE
American Medical Response West,
dba: NCTI
895 Marlborough Ave., Ste.100
Riverside, CA 92507

With Copy to: AMR Legal Department
6363 S. Fiddler's Green Circle, Ste 1400
Greenwood Village, CA 80111


Notices may also be delivered in person to the addresses shown above.

19. Entire Contract.

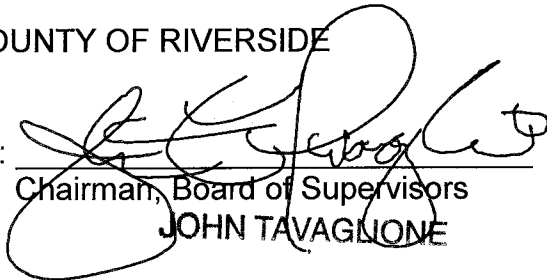
This Agreement contains the whole contract between the parties for the subject matter of the Agreement. This Agreement may be amended or modified only by a written amendment signed by both parties. This Agreement does not supplement or replace other agreements entered into by the parties for equipment or facilities. This Agreement cancels and supersedes any previous agreements, written or oral, for the same or similar services or programs.

The duly authorized officials of each party have signed below.

Dated: _____

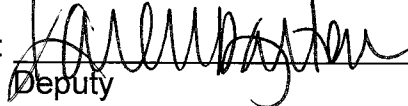
By: 
LORI BURNS, National Director of Learning, American Medical Response West, dba NCTI

Dated: MAY 02 2017

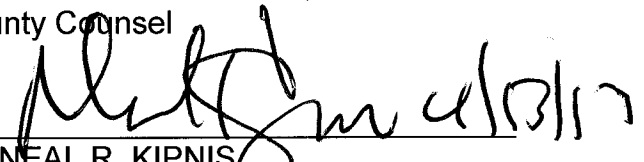
COUNTY OF RIVERSIDE
By: 
Chairman, Board of Supervisors
JOHN TAVAGNONE

ATTEST:

KECIA HARPER-IHEM
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
GREGORY P. PRIAMOS,
County Counsel

By: 
NEAL R. KIPNIS
Deputy County Counsel

(SEAL)