

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



**ITEM**  
3.13  
(ID # 8704)

**MEETING DATE:**

Tuesday, January 29, 2019

**FROM :** FIRE DEPARTMENT:

**SUBJECT:** FIRE DEPARTMENT: Approval of the Second Amendment for the Pre-Hospital Provider Agreement between the County of Riverside and The University of California, Riverside – School of Medicine, to provide Supervised Field Service Experience for Emergency Medical Service Program Residents for five (5) years.  
District: All [\$0.00]

**RECOMMENDED MOTION:** That the Board of Supervisors approve and authorize the Chairman of the Board to execute the attached Second Amendment for the Pre-Hospital agreement between the County of Riverside and The University of California, Riverside – School of Medicine to provide supervised field service experience for Medical Program Residents.

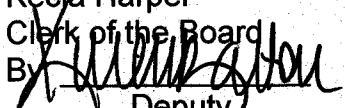
**ACTION:**

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

**Ayes:** Jeffries, Spiegel, Washington, Perez and Hewitt  
**Nays:** None  
**Absent:** None  
**Date:** January 29, 2019  
**xc:** Fire

Kecja Harper  
Clerk of the Board  
By   
Deputy

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<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: N/A</b>			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year: 18/19 – 21/22</b>	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

The University of California, Riverside – School of Medicine, maintains a program for Medical Residents studying in the fields of Emergency Medicine. This Agreement provides for the responsibilities of each party. The term of this agreement is June 1, 2017 through June 30, 2022 and was approved by the Board of Supervisors on August 29, 2017, Item #3.69. The Second Amendment replaces the insurance language. All other terms of the Agreement remain in full effect.

University of California, Riverside – School of Medicine involves training in hospital medical care. The residents going out will be interns (in their third year of medical training). We are hopeful the interns will learn aspects of prehospital care and see firsthand what our providers do day-to-day. Additionally, their accreditation body requires the residents provide some didactic education to prehospital providers, which would include lectures about some medical topic with relevancy to EMS providers.

University of California, Riverside – School of Medicine contracts with the Riverside County Fire Department to provide supervised field experience for interns enrolled in its Medical Programs. University of California, Riverside – School of Medicine is a CA University and has established a medical residency program located in Riverside, CA with an accredited Medicine program for medical interns in the field of Emergency Medicine. The Medical Residents participate in field ride outs with a transporting ambulance or paramedic assessment engine to learn community-based pre-hospital medical emergencies. During this ride-out period the medical intern will interact with patients, families, hospital, co-workers, and other emergency agencies of the same or different cultures.

The Riverside County Fire Department in Cooperation with CAL FIRE greatly benefit in the mentoring and training of these Medical Interns as they observe medical emergencies and are faced with the challenges first responders encounter as the medical emergencies are unfolding. This is a unique opportunity for Fire Personnel to interact with physicians while on emergency incidents and providing medical training to our personnel by the medical interns.

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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 Eisenhower Medical Center Provider Agreement. The amendment has been reviewed and 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 amendment.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

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

**Contract History and Price Reasonableness**

University of California; Riverside – School of Medicine has been contracting under the Pre-Hospital Provider Agreement since FY 2015; which was approved by the Board of Supervisors on October 6, 2015, Item #3-28. There are no changes in the level of service provided since the previous First Amendment of the Agreement, which was approved by the Board of Supervisors on August 29, 2017 in FY 17/18 Item #3.69. The Second Amendment modifies the Insurance provisions and all other terms remain in full effect. There is no cost to the county for this program.

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Shawn Newman, Chief Cal Fire Riverside County

1/10/2019

  
Gregory V. Priaplos, Director County Counsel

1/10/2019

  
Diane Sinclair, Deputy Director-Fire Admin

1/17/2019

  
Ryan Carter, Principal Management Analyst

1/22/2019

  
Gregory V. Priaplos, Director County Counsel

1/10/2019

**SECOND AMENDMENT TO  
UNIVERSITY/PRE-HOSPITAL PROVIDER AGREEMENT**

THIS AMENDMENT is to amend the UNIVERSITY/PRE-HOSPITAL PROVIDER AGREEMENT entered into by and between The Regents of The University of California, a California Public Corporation, on behalf of The University of California, Riverside, UCR Health ("*University*") and the County of Riverside, a political subdivision of the State of California, on behalf of the Fire Department (the "*Provider*"), effective as of October 06, 2015 (the "*Effective Date*"), as amended August 29, 2017 (the "*Agreement*").

A. INSURANCE. Section 13 is hereby deleted and replaced with the following:

13. Insurance

1. UNIVERSITY shall purchase or maintain a program of self-insurance during the duration of this Agreement and after the expiration date of this Agreement as provided below, the following insurance coverage:
  - a. Worker's compensation and employer's liability coverage for UNIVERSITY's legal and statutory obligations for damages due to bodily injuries either by accident or disease, occurring to UNIVERSITY's employees, agents or servants as a result of employment.
  - b. General liability covering UNIVERSITY, 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 UNIVERSITY. 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 UNIVERSITY, 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, UNIVERSITY 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, UNIVERSITY shall obtain and maintain extended coverage ("tail") insurance covering occurrences during the effective period of this Agreement.
  - d. All students performing field work, internships and similar activities who are registered in for-credit courses for which the internships are required are covered with the UNIVERSITY'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. UNIVERSITY 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. 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 UNIVERSITY is a self-insured public agency of the State of California. The UNIVERSITY also maintains self-insurance programs to fund its respective liabilities.

2. PROVIDER, at its own sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force and maintain during the term or any extended term hereof, policies of insurance, or shall self-insure, as follows:

a. Professional Liability: (MINIMUM LIMITS)

- Each Occurrence \$1,000,000

If such insurance is written on a claims made form, following termination of the Agreement, coverage shall survive for five (5) years following termination of this Agreement. Coverages shall also provide for a retroactive date of placement prior to or coinciding with the effective date of the Agreement and a deductible of no more than five hundred thousand dollars (\$500,000). In the event that a claims-made policy is canceled or non-renewed, then the PROVIDER shall obtain extended reporting (tail) coverage for the remainder of the five (5) year-period.

b. General and Premise Liability: Comprehensive or Commercial Form (MINIMUM LIMITS)

- Each Occurrence \$1,000,000
- Personal and Advertising Injury \$1,000,000

However, if such insurance is written on a claims made form following termination of the Agreement, coverage shall survive for a period of not less than five years. Coverage shall provide for a retroactive date of placement prior to or coinciding with the effective date of the Agreement.

- c. Workers' Compensation Insurance as required under California state law.
- d. It should be expressly understood, however, that the limits and coverages required herein shall in no way limit the liability of PROVIDER.
- e. Upon UNIVERSITY's request, PROVIDER shall supply a certificate or certificates of insurance or self-insurance to UNIVERSITY, evidencing coverages in the amounts and for the perils listed above. Certificate(s) shall obligate the insurer to notify UNIVERSITY at least thirty (30) days prior to cancellation of or changes in any of the


required insurance and include a provision that the coverage will be primary and will not participate with nor be excess to any valid and collectible insurance program of self-insurance carried or maintained by the UNIVERSITY. Premiums on all insurance policies shall be paid directly by PROVIDER.

- f. It is understood and agreed by both parties that the Provider, is a self-insured public entity for purposes of addressing all lines of insurance coverage required in this agreement.

B. Remainder of Agreement. All other terms and obligations of the Agreement shall remain in full force and effect.


This AMENDMENT may be executed in any number of counterparts, all of which, when executed and delivered by shall have the force and effect of an original.

The Regents of The University of California, on behalf of The University of California, Riverside, School of Medicine

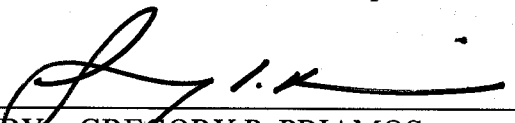
  
BY: DEBORAH DEAS, MD, MPH  
Its: Dean, School of Medicine  
CEO, Clinical Affairs

12/7/2018  
Date

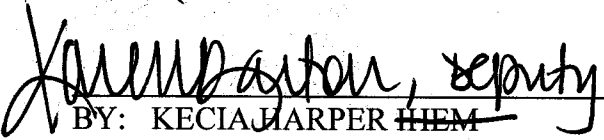
County of Riverside

  
BY: KEVIN JEFFRIES  
Its: Chairman, Board of Supervisors

JAN 29 2019  
Date

  
BY: GREGORY P. PRIAMOS  
Its: County Counsel

1/3/19  
Date

  
BY: ~~KECIA HARPER~~ HEM  
Its: Clerk of the Board

JAN 29 2019  
Date