

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



ITEM: 3.26
(ID # 19508)

MEETING DATE:
Tuesday, August 30, 2022

FROM : FIRE DEPARTMENT:

SUBJECT: FIRE DEPARTMENT: Approval of the College/Pre-Hospital Provider Agreement between the County of Riverside and The Regents of the University of California, a California constitutional corporation, on behalf of The University of California, Riverside, UCR Health, to provide Supervised Field Service Experience for Emergency Medical Service Program Students for five (5) years. [\$0] All Districts

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify, approve and authorize the Chairman of the Board to execute the attached College/Pre-Hospital agreement between the County of Riverside and The Regents of the University of California, a California constitutional corporation, on behalf of The University of California, Riverside, UCR Health to provide supervised field service experience for Doctor of Medicine (MD) program students.

ACTION:

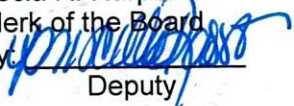


Bill Weiser, Fire Department Chief 7/18/2022

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, 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: August 30, 2022
xc: Fire

Kecia R. Harper
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: 0			Budget Adjustment: No	
			For Fiscal Year: 22/23–26/27	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Regents of the University of California desires to contract with the Riverside County Fire Department to provide supervised field experience for the students that are enrolled in the MD Program at the University of California, Riverside, UCR Health (UCR Health). The Regents of the University of California, a California constitutional corporation, on behalf of The University of California, Riverside, UCR Health is a private emergency training school located in Riverside, CA with an accredited MD program for students that includes training in public health and Emergency Medicine. The MD student will rotate with Riverside County Fire Department personnel to learn firsthand field response facets of the Emergency Medical System (EMS) of Riverside County. The students will be observational only and will not include any patient care. The student will be evaluated in 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. UCR Health desires for 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 future leaders in healthcare. UCR Health provides a substantial pool of physician graduates desiring to work in Riverside County. Internships allow the County, in cooperation with CAL FIRE, to build relationships and further educate the MD students about the EMS system, in a real-life environment that cannot be simulated, and how they can be involved in the EMS system where they decide to practice.

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 is from July 1, 2022 through June 30, 2027.

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, The Regents of the University of California, a California constitutional corporation, on behalf of The University of California, Riverside, UCR Health 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 Agreements. 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 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

The Regents of the University of California, a California constitutional corporation, on behalf of The University of California, Riverside, UCR Health has been contracting with the Riverside County Fire Department since FY15/16. The first agreement between UCR Health and Riverside County Fire Department was approved September 10, 2015, Item #3.28; the First Amendment was approved on August 29, 2017, Item #3.69 and Second Amendment approved on January 29, 2019. There is no cost to the County for this program.

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Melissa R. Cushman *Kelly Moran*
Melissa Cushman 7/21/2022 Kelly Moran, Deputy County Counsel 7/21/2022

Rebecca S. Cortez
Rebecca S Cortez, Principal Management Analyst 8/22/2022

UNIVERSITY/PREHOSPITAL PROVIDER AGREEMENT
TO PROVIDE SUPERVISED FIELD SERVICE EXPERIENCE FOR
MEDICAL STUDENTS

THIS UNIVERSITY/PRE-HOSPITAL PROVIDER AGREEMENT (hereinafter referred to as "Agreement") is entered into by and between The Regents of the University of California on behalf of The University of California, Riverside (hereinafter referred to as "UNIVERSITY"), 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 UNIVERSITY and PROVIDER shall collectively be referred to herein as "the Parties."

PURPOSE

The UNIVERSITY maintains a Program for students studying in the field of medicine (hereinafter referred to as the ("Program")).

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

The UNIVERSITY and the PROVIDER desire to cooperate in the Program's field experience 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 may go on ride-alongs, help pack apparatus equipment, sit in on education programs and perform similar activities but are restricted from performing any Fire Services.

The students' field training experience will provide observation of the day-to-day responsibilities of the PROVIDER. 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 December 14, 2021, with the State of California, Department of Forestry and Fire Protection ("CAL-FIRE") whereby CAL-FIRE personnel provides 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 UNIVERSITY shall:

- a. Assume full responsibility for the preparation of instructors for positions in the Program.
- b. Be responsible for the development, organization, and implementation of the Program curriculum under the direction of a qualified Program Director.

Select, test, and supervise the students admitted to the Program at the time of admittance and throughout the period of time prescribed for the student's completion of the Program.
- c. Provide duly qualified instructors to teach all prescribed courses in the Program, including any instruction or training which may be carried on at the PROVIDER. The instructors and the Director of Program shall be named, appointed, and assigned by the UNIVERSITY in accordance with its established procedures for employment of instructional personnel.
- 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 UNIVERSITY and the PROVIDER.
- e. Provide all instructional supplies and equipment as needed for the 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 Program, similar to those maintained for all other students.
- g. Furnish copies of class schedules and student rotation assignments to the PROVIDER, prepared by the Program Director after consultation with the PROVIDER.
- h. Provide PROVIDER a copy of the Emergency Notification Form for each student prior to participation in the Program field training.

2. The PROVIDER shall provide the following:
 - a. The cooperation and counsel of the PROVIDER to help ensure success of the 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 field experience 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 UNIVERSITY to ensure that a claim is properly filed with the UNIVERSITY'S Risk Management Department.
4. The Parties agree that the students and staff of the UNIVERSITY participating in the Program's field experience 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 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 such student the use of its facilities and services.
5. Each student in the Program, prior to beginning field training with the PROVIDER, shall have on file documentation of health status with the UNIVERSITY 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 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 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 Program is forbidden. Students shall use de-identified information only in any discussions about the clinical experience with the UNIVERSITY, 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 July 1, 2022 to June 30, 2026. The effective date shall be no earlier than the last date of final signature.
- b. One hundred eighty (180) days prior to the date of expiration of this Agreement, UNIVERSITY shall give PROVIDER written notice of whether UNIVERSITY intends to extend this Agreement or enter into a new agreement with PROVIDER for Program field experience 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 UNIVERSITY, PROVIDER agrees those students enrolled at the time in the UNIVERSITY 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 UNIVERSITY agrees to continue the effectiveness of the provisions of this Agreement with regard to the students.

12. Discrimination.

1. The UNIVERSITY, 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.

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.

2. In the event a complaint made to PROVIDER of sexual violence/sexual harassment regarding a Student and/or employee/faculty of UNIVERSITY or PROVIDER, PROVIDER will immediately notify UNIVERSITY, and the Parties will collaborate in investigating and resolving the complaint.

13. Insurance.

1. UNIVERSITY shall purchase and maintain a program of self-insurance 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 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 constitutional corporation 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.

14. Indemnification and Hold Harmless.

- A. PROVIDER shall defend, indemnify and hold University, its Regents, officers, agents, employees and Students harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of PROVIDER, its officers, agents, or employees.
- B. UNIVERSITY shall defend, indemnify and hold PROVIDER, its officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of UNIVERISTY, its Regents, officers, agents, employees or Students.

15. Disputes.

UNIVERSITY shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of UNIVERSITY, 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 UNIVERSITY 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 UNIVERSITY 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. UNIVERSITY and PROVIDER agree to continue with the responsibilities under this Agreement during any dispute. Disputes that are not resolved informally by and between UNIVERSITY 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 West San Jacinto Avenue
Perris, CA 92570

UNIVERSITY NAME
University of California, Riverside
School of Medicine
900 University Avenue
School of Medicine, ED Bldg.
Riverside, CA 92521
Attention: Dean, School of Medicine

Mandatory Copy to:
Director of Contracting
14350-2 Meridian Parkway
Riverside, CA 92518

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 the Program field experience activities identified herein. 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 any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code, §§ 1633.1 to 1633.17), for executing this Agreement. The Parties further agree that the electronic signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and

effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

18. Use of Name

Nothing contained in this Agreement confers on either party the right to use the other party's name without prior written permission or constitutes an endorsement of any commercial product or service by the UNIVERSITY. The Parties agree that any use of the "UCR" "UCR Health" or the "University of California" name or other similar references to the University of California Riverside, its physicians or facilities, shall be subject to the prior written approval of the Regents of the University of California in accordance with the provisions of applicable law, including but not limited to California Education Code Section 92000.

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[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.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, ON BEHALF OF THE UNIVERISTY OF CALIFORNIA, RIVERSIDE – SCHOOL OF MEDICINE

Dated: 6-21-2022

By: 
DEBORAH DEAS, MD, MPH
Vice Chancellor, Health Sciences
Dean, School of Medicine


Dated: AUG 30 2022

COUNTY OF RIVERSIDE
By: 
Chairman, Board of Supervisors
JEFF HEWITT

ATTEST:
KECIA HARPER
Clerk of the Board

APPROVED AS TO FORM:
OFFICE OF COUNTY COUNSEL,
COUNTY OF RIVERSIDE

By: 
Deputy

By: 
MELISSA R. CUSHMAN,
Deputy County Counsel