

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



ITEM: 3.11
(ID # 21072)

MEETING DATE:
Tuesday, February 07, 2023

FROM : FIRE DEPARTMENT:

SUBJECT: FIRE DEPARTMENT: Ratification and Approval of the College/Pre-Hospital Provider Agreement between the County of Riverside and the UHS Southern California Medical Education Consortium, LLC, to provide Supervised Field Service Experience for Emergency Medical Service Program Students for five (5) years. All Districts. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors ratify, approve and authorize the Chair of the Board to execute the attached College/Pre-Hospital agreement between the County of Riverside and the UHS Southern California Medical Education Consortium, LLC, to provide supervised field service experience for Doctor of Medicine (MD) program students.

ACTION:

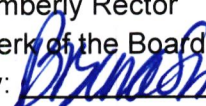


Bill Weiser, Fire Department Chief 1/19/2023

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 Gutierrez
Nays: None
Absent: None
Date: February 7, 2023
xc: Fire

Kimberly Rector
Clerk of the Board
By: 
Deputy

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

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: 22/23–26/27	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

UHS Southern California Medical Education Consortium, LLC, desires to contract with the Riverside County Fire Department (the Department) to provide supervised field experience for the students that are enrolled in its Doctor of Medicine (MD) Program. The UHS Southern California Medical Education Consortium, LLC, is a private emergency training school located in Temecula, 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 on 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 the characteristics being taught and evaluated. The UHS Southern California Medical Education Consortium, LLC, 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. The UHS Southern California Medical Education Consortium, LLC, 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 demonstrate how they can be involved in the EMS system where they decide to practice.

The County and UHS Southern California Medical Education Consortium, LLC, 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 from January 1, 2023, through June 30, 2027.

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

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

There is no cost to Riverside County for this program. Per Health and Safety Code 2.5, 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 UHS Southern California Medical Education Consortium, LLC, is agreeing 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

There is no previous Board approved agreement between UHS Southern California Medical Education Consortium, LLC, and the Riverside County Fire Department. There is no cost to the County for this program.

Melissa R. Cushman
Melissa Cushman

1/19/2023

Rebecca S Cortez
Rebecca S Cortez, Principal Management Analyst

1/24/2023

HOSPITAL/PREHOSPITAL PROVIDER AGREEMENT
TO PROVIDE SUPERVISED FIELD SERVICE EXPERIENCE FOR
EMS PROGRAM STUDENTS

THIS HOSPITAL/PRE-HOSPITAL PROVIDER AGREEMENT (hereinafter referred to as "Agreement") is entered into by and between the UHS Southern California Medical Education Consortium, LLC (hereinafter referred to as "HOSPITAL"), and the County of Riverside (hereinafter referred to as "PROVIDER"), a political subdivision of the State of California, on behalf of the Fire Department. The HOSPITAL and PROVIDER shall collectively be referred to herein as "the Parties."

PURPOSE

The HOSPITAL maintains a Program for students studying in the fields 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 HOSPITAL and the PROVIDER desire to cooperate in the 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 ("Fire Services"). Students in the program are restricted from performing any fire services. Student observation is limited to Emergency Medical Services only.

The Program students' 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 July 14, 2020, 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 HOSPITAL shall:

- a. Assume full responsibility for the preparation of instructors for positions in the School of Medicine.
- b. Be responsible for the development, organization, and implementation of the EMS Program curriculum under the direction of a qualified EMS Program Director.
- c. 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.
- d. Provide Emergency Medicine Board certificated 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 the Program shall be named, appointed, and assigned by the HOSPITAL in accordance with its established procedures for employment of instructional personnel.
- e. Provide each new instructor an opportunity to participate in an orientation with the PROVIDER. This orientation shall be arranged through mutual agreement of the HOSPITAL and the PROVIDER.
- f. Provide all instructional supplies and equipment as needed for the Program, except those which the PROVIDER hereinafter specifically agrees to provide.
- g. 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 at California EMS Academy.
- h. Furnish copies of class schedules and student rotation assignments to the PROVIDER, prepared by the EMS Program Director after consultation with the PROVIDER.

- i. Provide PROVIDER a copy of the Emergency Notification Form for each student prior to participation in the EMS Program Field Training.
 - j. Require all students to complete HIPAA privacy training prior to participating in the Program.
 - k. Pay the students' salaries and fringe benefits (including travel and lodging where applicable) during the rotation.
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 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 HOSPITAL to ensure that a claim is properly filed with the HOSPITAL'S Risk Management Department.
4. The Parties agree that the students and Hospital staff of the HOSPITAL participating in the 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 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 Program, prior to beginning field training with the PROVIDER, shall have on file documentation of health status with the Hospital Program Director including documentation of negative TB test within the previous year, current Hepatitis B vaccination and COVID-19 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 Section 100153, 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.
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. Students must always wear a seatbelt and engage any safety gear available.
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 Hospital, 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.
 - d. At no time is the student allowed to take photographs, videos or record any part of a response with the PROVIDER.
10. Initial Term and Renewal.
 - a. The term of this Agreement shall be from January 1, 2023 to June 30, 2027.
 - b. One hundred eighty (180) days prior to the date of expiration of this Agreement, HOSPITAL shall give PROVIDER written notice of whether HOSPITAL intends to extend this Agreement or enter into a new agreement with PROVIDER for 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 HOSPITAL, PROVIDER agrees those students enrolled at the time in the HOSPITAL 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 HOSPITAL agrees to continue the effectiveness of the provisions of this Agreement with regard to the students.

12. Discrimination.

The HOSPITAL, 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.

HOSPITAL 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 Hospital's legal and statutory obligations for damages due to bodily injuries either by accident or disease, occurring to Hospital's employees, agents or servants as a result of employment.
- b. General liability covering Hospital, 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 Hospital. 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 Hospital, 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 Hospital staff, Hospital 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, Hospital 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 Hospital'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. HOSPITAL 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 Hospital also maintains insurance programs/coverage to fund its respective liabilities.

14. Indemnification and Hold Harmless.

To the fullest extent permitted by applicable law, HOSPITAL 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 HOSPITAL and student, or any part thereof, (2) the Agreement, including any approved amendments or modifications, or (3) any negligent act or omission of HOSPITAL and student its officers, employees, subcontractors, agents, or representatives (collectively, "Liabilities"). Notwithstanding the foregoing, the only Liabilities with respect to which HOSPITAL'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.

To the fullest extent permitted by applicable law, PROVIDER shall and does agree to indemnify, protect, defend and hold harmless HOSPITAL, 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.

HOSPITAL shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of HOSPITAL, 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 HOSPITAL 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 HOSPITAL 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 purposed of this provision, a "reasonable period of time" shall be ten (10) calendar days or less. HOSPITAL and PROVIDER agree to continue with the responsibilities under this Agreement during any dispute. Disputes

that are not resolved informally by and between HOSPITAL 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 Services.

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

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

HOSPITAL
UHS SoCal MEC EM Residency
31700 Temecula Pkwy
Parkway Suites-GME #1
Temecula, CA 92592

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. Electronic Signature.

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. 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.

UHS SOUTHERN CALIFORNIA
MEDICAL EDUCATION
CONSORTIUM, LLC.

Date: 12/29/22

BY: Bradley D. Neet
Bradley D. Neet,
Regional Vice President

COUNTY OF RIVERSIDE

Date: 2/7/23

BY: Kevin Jeffries
Chair, Board of Supervisors
KEVIN JEFFRIES

ATTEST:

KIMBERLY A. RECTOR
Clerk of the Board

By: Kimberly A. Rector
Deputy

APPROVED AS TO FORM:
MINH TRAN,
COUNTY OF RIVERSIDE

By: Melissa R. Cushman
MELISSA R. CUSHMAN,
Deputy County Counsel

FEB 7 2023 3.11