

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



ITEM: 3.6
(ID # 21285)

MEETING DATE:
Tuesday, March 14, 2023

FROM : FIRE DEPARTMENT:

SUBJECT: FIRE DEPARTMENT: Approval of the Education Affiliation Agreement between the County of Riverside and EMSTA Incorporated, dba EMSTA College, to provide appropriate clinical learning experiences to its Students in its clinical programs. All Districts. [\$0.00]

RECOMMENDED MOTION: That the Board of Supervisors approve and authorize the Chairman of the Board to execute the attached the Education Affiliation Agreement between the County of Riverside and EMSTA Incorporated, dba EMSTA College to provide appropriate clinical learning experiences to its students in its clinical program.

ACTION:

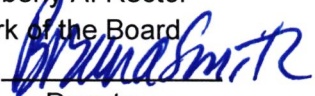

Bill Weiser, Fire Department Chief 2/15/2023

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Washington, seconded by Supervisor Spiegel and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington and Gutierrez
Nays: None
Absent: Perez
Date: March 14, 2023
xc: Fire,

Kimberly A. 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	\$ N/A	\$ N/A	\$ N/A	\$ N/A
NET COUNTY COST	\$ N/A	\$ N/A	\$ N/A	\$ N/A
SOURCE OF FUNDS: N/A			Budget Adjustment: No	
			For Fiscal Year: 22/23–24/25	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The County of Riverside on behalf of the Riverside County Fire Department and EMSTA Incorporated, dba EMSTA College have agreed to enter into an agreement. The term of this Agreement shall be from the date on which it is mutually entered and will automatically renew on a bi-annual basis, unless terminated by either party.

The Riverside County Fire Department maintains an Emergency Medical Services Program for employees to advance their knowledge in the fields of EMT – Basic and EMT – Paramedic. The Riverside County Fire Department desires to contract with EMSTA Incorporated, dba EMSTA College to provide supervised clinical experience for the students that are enrolled in its EMS Program. The Riverside County Fire Department is a first response fire department agency that provides emergency medical services training 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 an 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, hospitals, 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 Riverside County Fire Department 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 benefit in the mentoring and training of these students as potential employees with this important and informative final training being conducted under with EMSTA Incorporated, dba EMSTA College Rules, Regulations and Ethics. 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 advancement.

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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.

The agreement 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 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

This is the first time the EMSTA Incorporated, dba EMSTA College contracts with Riverside County Fire Department. There is no cost to the county for this program.


Geoff Pemberton, Chief Deputy County Fire

2/15/2023


Melissa Cushman

2/15/2023


Rebecca S Cortez, Principal Management Analyst

2/21/2023

AFFILIATION AGREEMENT

This Affiliation Agreement is made this 14th day of March, 2023, by and between the County of Riverside, a political subdivision of the State of California, on behalf of the Fire Department (hereinafter referred to as "COUNTY") and EMSTA Incorporated, dba EMSTA College (hereinafter referred to as "SCHOOL") with respect to the following terms:

RECITALS

WHEREAS: SCHOOL is an accredited educational institution which offers a program of instruction leading to certification or licensure of its students as Emergency Medical Technician, Emergency Medical Technician-Paramedic and other, similar health care and prehospital providers ("Students");

WHEREAS: As part of the licensing and/or certification requirements, Students must complete a course of study including clinical learning experience as set forth in the curriculum of the programs ("Clinical Experience") on an ambulance or a medical assessment fire suppression resource providing the appropriate level of care and operating in normal service;

WHEREAS: COUNTY is a provider of emergency medical service, including advanced life support prehospital care and transport; and

WHEREAS: COUNTY has agreed to assist SCHOOL by providing a limited Clinical Experience for select Students, limited to those who are CalFire employees, County of Riverside employees, or County of Riverside volunteer firefighters upon certain terms and conditions, so long as its participation in the program does not jeopardize patient care or compromise COUNTY's standards of service to its patients and clients.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

The COUNTY shall:

1. Make available its clinical and related facilities for the obtaining of the required written clinical learning objectives by select Students enrolled in health occupation programs at the SCHOOL, who are designated by the SCHOOL for such learning experiences under the supervision of the SCHOOL faculty members, provided that the COUNTY may refuse educational access to its field areas or records to any SCHOOL faculty or Student who do not meet the standards of the COUNTY.

2. Arrange clinical learning experience schedules in such a manner as to prevent conflict of schedules among SCHOOLS.
3. Designate a COUNTY employee to coordinate the student's clinical learning experiences. This involves the planning with faculty members for the assignment of the Students to specific clinical areas, cases and experiences, and overall evaluation of Students. The designated person shall serve as the liaison for two-way communication of pertinent information, such as policy and procedure changes. Such designee shall remain subject to the sole control and direction of the COUNTY. Nothing herein shall be construed as making said designee an employee or subject to control or supervision of the SCHOOL. Said designee shall be referred to herein as the "Clinical Coordinator."
4. Provide for orientation of faculty and Students assigned to the facility. For preceptor programs, designate qualified COUNTY licensed paramedic staff to serve as clinical preceptor, referred to herein as "Clinical Preceptors," for Students of the SCHOOL programs. The ratio of preceptor to student shall not exceed one to one.
5. Retain the ultimate responsibility for patient care by assuring that there is staff adequate in number and quality to insure safe and continuous health care service to individuals irrespective of student presence. It is agreed that unpaid on-the-job training experiences shall not provide the COUNTY with any immediate benefit.
6. Provide, whenever possible, in connection with the Students' clinical learning experience, reasonable classroom or conference room space.
7. Permit, upon request, the inspection of its clinical and related facilities by agencies charged with the responsibility for accreditation of the SCHOOL's programs.
8. Provide emergency care for Students and instructors in the event of illness or injury until the personal physician can be summoned. Expenses of treatment are the responsibility of the individual student or workers' compensation carrier, if applicable.
9. Defend, indemnify and hold harmless the SCHOOL, its officers, agents and students, or employees from and against all claims, damages, losses and expenses including attorney fees caused by the negligent acts or omissions of COUNTY, its officers, agents, physicians, or employees, except where caused by the active negligence, sole negligence or willful misconduct of the SCHOOL, or willful misconduct of the SCHOOL, its officers, agents, students, or employees.

The SCHOOL shall:

1. Verify that the faculty member who supervises Students has a current, valid RN license and/or other required credential(s).
2. Initiate the development of mutually acceptable clinical instruction plans for using the COUNTY's clinical areas to meet educational goals of each health occupations program using the COUNTY. These plans will be made available to the COUNTY at a mutually agreed upon time and will be subject to revision in instances of conflict with COUNTY patient care responsibilities or SCHOOL interests.
3. Provide orientation for clinical preceptors.
4. Provide faculty members to assume the responsibility for all instruction and supervision of the Students' clinical learning experiences. The faculty member has the authority to take immediate corrective action in the clinical area at any time the student gives evidence of being unable to function safely.
5. Have the supervising faculty members plan, in coordination with designated COUNTY employees, the assignment of patient care that will be assumed by the Students while participating in their clinical learning experiences, and student attendance at selected conferences, clinics, courses, and programs conducted under the direction of the COUNTY.
6. Require every student and faculty member to conform to all applicable COUNTY policies, procedures, and regulations, and all requirements and restrictions specified jointly by representatives of the SCHOOL and the COUNTY.
7. Provide and maintain the records and reports necessary for the conduct of the Students' clinical learning experience.
8. Be responsible for requiring and validating health examinations and such other medical examinations and protective measures as the COUNTY and SCHOOL mutually agree to be necessary.
9. SCHOOL shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the SCHOOLS officers, agents, physicians, Students, or employees.

- a. SCHOOL shall maintain Professional Medical Liability and General Liability coverage of not less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) aggregate. Coverage must specifically cover Students in the clinical experience, working under this agreement and within the course of their training and education during this program. SCHOOL will name COUNTY as an Additional Insured under the policy and include an indemnification provision, by endorsement, to be attached to the certificate of insurance. SCHOOL will provide COUNTY with a written verification of coverage in the form of a certificate of insurance which will be attached to this agreement. SCHOOL covenants to keep the required insurance in force and effect through the term of this agreement and maintain tail coverage for five (5) years thereafter if the coverage was a "claims made" policy.
- b. SCHOOL does not have nor plan to have vehicles to be provided for the use for or by Students. Students are not permitted to operate COUNTY vehicles as part of the Clinical Experience. Therefore, liability insurance for vehicles is not required of the SCHOOL at this time.
- c. SCHOOL assures the COUNTY that all coverage of insurance required herein includes specific provisions and/or endorsements to include Students within SCHOOL's Medical Liability and General Liability coverage for all activities conducted under this program.
- d. SCHOOL recognizes that Students are NOT covered by COUNTY's Workers Compensation Insurance or Self-Insured Program. SCHOOL represents and warrants that it will maintain, or ensure that its Students are covered, for bodily injury and disease should any Student be injured or become ill during the course of their clinical experience. SCHOOL will provide COUNTY with a written verification of insurance coverage in the form of a certificate of insurance which will be attached to this agreement.
- e. The amount of insurance required hereunder shall not limit SCHOOL's liability nor relieve SCHOOL of any obligation hereunder.
- f. Any policies of insurance shall be maintained with insurance companies: (1) holding a "General Policyholder's Rating" of AIV or better, as set forth in the most current issue of "Best's Insurance Guide," or comparable rating from reputable rating

organizations; (ii) licensed to operate and sell insurance in the state in which the clinical experience will occur; and (iii) in good standing with the state's Department of Insurance or other similar regulatory agency in the state in which the clinical experience will occur

10. Obtain an endorsement to its comprehensive general liability insurance policy to include instructors while in the COUNTY.
11. Make provision for the faculty to engage in continuing communication and periodic evaluation and planning meetings with COUNTY personnel involved with student learning, including preceptors, if assigned. Any problems will be handled as they arise by the supervising faculty member and the staff member (s) involved. If necessary, further assistance may be sought from the supervisors of the persons involved. In the event of continued difficulty, the problem will be referred to the appropriate COUNTY Administrator and the President/Director of EMSTA College.
12. The SCHOOL warrants and represents that the program(s) offered by the SCHOOL are and at all times shall remain in compliance with and has received all necessary consents and approvals required by all federal, state, and local laws and regulations applicable.
13. If research is undertaken on human subjects by faculty and/or Students enrolled in the programs, appropriate measures shall be used to ensure the protections of the rights and safety of each individual involved as a subject in the research. Whenever tests of any kind are administered, written consent shall be secured, or the written consent of parents/guardians, when appropriate.
14. Maintain total student numbers and faculty/student or preceptor/student ratios which do not exceed the mutually agreed upon number and ratio for each individual program.
15. Defend, indemnify and hold harmless COUNTY, its officers, agents, and employees from and against any and all claims, damages, losses and expenses including attorneys' fees caused by the negligent acts or omissions of the SCHOOL, its officers, agents, students, or employees, except where caused by the active negligence, sole negligence or willful misconduct of the COUNTY.
16. Every student who participates in the program contemplated by this Agreement will sign a "Waiver of Claims for Damages and Covenant Not to Sue" and "Ride-Along Confidentiality Agreement" provided by

COUNTY. Copies of said forms are attached as Exhibit "A" and Exhibit "B."

IT IS HEREBY FURTHER AGREED:

Neither the SCHOOL nor the COUNTY shall discriminate against any student or employees on the basis of race, color, national origin, sex, gender identity, gender expression, ancestry, genetic information, covered veteran status, marital status, parental status, or handicap in employment practices or on-the-job training experiences.

1. If any party to the Agreement resorts to a legal claim or arbitration to enforce any provision of the Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees in addition to any other relief to which the party may be entitled. This provision applies to the entire Agreement.
2. Any modification of this Agreement must be mutually agreed upon, written, supported by consideration and must not delete any of the elements essential to the validity of the original Agreement.
3. This Agreement may not be assigned by either party without the prior written consent of the other party.
4. If any term of the Agreement is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the Agreement's terms shall remain in force and effect and shall not be affected.
5. This Agreement is the sole and exclusive agreement of the SCHOOL and the COUNTY concerning the use of health care facilities, and this Agreement states the rights, duties, and obligations of each party to the other as of the date of this Agreement. Any prior agreements, promises, or negotiations not expressly set forth in the Agreement are of no force or effect.
6. Term of this Agreement shall be from the date on which it is mutually entered into by the SCHOOL and the COUNTY and will automatically be renewed on a bi-annual basis, unless terminated by either party.
7. 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. The Parties 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). 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 CUETA as amended from time to time. 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.

8. 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:

COUNTY OF RIVERSIDE
Riverside County Fire Chief
210 West San Jacinto Avenue
Perris, CA 92570

EMSTA COLLEGE
College President
11489 Woodside Avenue
Santee, CA 92071


Provisions of this section do not preclude any notices being delivered in person to the addresses shown above. Delivery in person all constitute service hereunder, effective when such service is made.

[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.

EMSTA Incorporated, dba EMSTA College

Dated: 2/13/2023

By: 
Rick Foehr, MICP, BA
President

COUNTY OF RIVERSIDE, a political subdivision of the State of California


Dated: 3/14/23

By: 
Chair, Board of Supervisors
KEVIN JEFFRIES

ATTEST:
KIMBERLY RECTOR
Clerk of the Board

APPROVED AS TO FORM:
MINH C. TRAN,
County Counsel

By: 

By: 
MELISSA R. CUSHMAN,
Deputy County Counsel

MAR 14 2023 3.6