



Agenda Report

File #: 19-0545

**AGENDA REPORT
REQUEST FOR CITY COUNCIL ACTION**

DATE: 06/05/2019

TO: Honorable Mayor and City Council Members

FROM: Fire Department

SUBJECT:

City Council consideration of College/Prehospital Agreement between Orange County EMT, a private Paramedic training program and the Corona Fire Department.

RECOMMENDED ACTION:

That the City Council:

1. Approve the agreement as written.
2. Authorize the City Manager, or his designee, to sign the agreement on behalf of the City.

ANALYSIS:

The Fire Department currently maintains agreements with other Colleges/Training Programs for precepting/evaluating Paramedic students. This evaluation period typically lasts 10-20 twenty-four-hour shifts. The field internship is a vital part of the Paramedic student's accreditation. This field time allows paramedic students to put what they have learned in the classroom setting to work. The oversight and evaluation provided by the Corona Fire Department's Paramedics helps those paramedics maintain and better their own skills and knowledge base, as well as shape the future paramedic under evaluation. This process is a standard among nearly all fire agencies that maintain a Paramedic program. It is a chance for the fire service and paramedics to give back and serve future paramedics just as they were once served.

COMMITTEE ACTION:

Not applicable.

STRATEGIC PLAN:

Promote public safety: Protect our residents and businesses.

FISCAL IMPACT:

Not applicable.

ENVIRONMENTAL ANALYSIS:

Not applicable.

PREPARED BY: BRET OFFUTT, FIRE CAPTAIN

REVIEWED BY: CHRIS COX, DEPUTY FIRE CHIEF

REVIEWED BY: BRIAN YOUNG, FIRE CHIEF

REVIEWED BY: KERRY D. EDEN, ASSISTANT CITY MANAGER/ADMINISTRATIVE SERVICES DIRECTOR

REVIEWED BY: MICHELE NISSEN, ASSISTANT CITY MANAGER

SUBMITTED BY: MITCHELL LANSDELL, ACTING CITY MANAGER

Attachments:

1. College/Prehospital Provider Agreement to Provide Supervised Field Training Experience for EMS Program Students. (Exhibit A. Participant Release)

COLLEGE/PREHOSPITAL PROVIDER
AGREEMENT TO PROVIDE SUPERVISED FIELD
TRAINING EXPERIENCE FOR EMS PROGRAM
STUDENTS

This COLLEGE/PRE-HOSPITAL PROVIDER AGREEMENT (hereinafter referred to as "Agreement") is entered into by and between OCEMT Corp., a California corporation, doing business as Orange County EMT (hereinafter referred to as "COLLEGE"), and the City of Corona (hereinafter referred to as "PROVIDER"). The COLLEGE and PROVIDER shall collectively be referred to herein as "the Parties".

The COLLEGE maintains an Emergency Medical Services Program for students studying in the fields of Emergency Medical Technician Basic ("EMT-B"), Emergency Medical Technician Intermediate ("EMT-I"), and Emergency Medical Technician Paramedic ("EMT-P") hereinafter collectively referred to as the ("EMS Program").

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

The PROVIDER supplies emergency medical services to the community which uniquely allows the PROVIDER to supply said field training experience for students of the EMS Program.

The PROVIDER shall retain complete responsibility for fire protection, disaster preparedness and response, fire prevention, rescue, hazardous materials mitigation, technical rescue response, medical emergency services, and public service assists (hereinafter called "FIRE SERVICES"). Students in the program are restricted from performing any FIRE SERVICES that are not EMS related.

The student field training experience will provide observation of the day to day responsibilities of the PROVIDER as well as provide the required hours and field experience in emergency medical patient care in 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 ("Applicable Law"). The PROVIDER shall retain ultimate responsibility at all times for the care of all patients receiving EMS treatment.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

1. The COLLEGE shall:
 - a. Assume full responsibility for the preparation of instructors for positions in EMS Academy.
 - 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 EMS Program at the time of admittance and throughout the period of time prescribed for the student's completion of the EMS Program.
- d. Provide certificated instructors to teach all prescribed courses in the EMS Program, including any instruction or training which may be carried on at the PROVIDER's location. The instructors and the Director of EMS Program shall be named, appointed, and assigned by the COLLEGE 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 COLLEGE and the PROVIDER.
- f. Provide all instructional supplies and equipment as needed for the EMS 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 EMS 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 documentation to PROVIDER that certifies that the EMT Program meets national standards and is an accredited program through CAAHEP and CoAEMSP.
- j. Provide PROVIDER a copy of the Emergency Notification Form for each student prior to participation in the EMS Program field training experience.

2. The PROVIDER shall:

- a. Provide cooperation and counsel of the PROVIDER's professional staff to help ensure success of the EMS program.
- b. Provide 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. Emergency Treatment. Should emergency treatment be necessary for students in the event of accident or sudden illness while participating in the field training experience, the cost of such treatment shall be covered by the student. It will be the duty and obligation of the COLLEGE to ensure that a claim is properly filed with the

COLLEGE's Risk Management Department. The Parties agree that the standards of the EMS Program shall be maintained at a level equal to or exceeding those required by the state of California as outlined in Applicable Law.

4. Status of College Staff and Students. The Parties agree that the students and staff of the COLLEGE participating in the EMS Program are not employees or agents of the PROVIDER, nor shall they become employees or agents of the PROVIDER by virtue of their participation in the EMS Program, 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. Health Status. Each student in the EMS Program, prior to beginning field training experience with the PROVIDER, shall have on file, documentation of health status with the College EMS Program Director including: documentation of negative TB test within the previous year, and current Hepatitis B vaccination. This documentation shall be provided by PROVIDER upon request.

6. Participant Release and Waiver. Each student in the EMS Program, prior to beginning the field training experience with the PROVIDER, shall first sign and execute a release, substantially in the same form as set forth in Exhibit "A" attached hereto and incorporated herein by reference ("Participant Release"). COLLEGE shall ensure that no individual shall attend or participate in the EMS Program field training experience without signing and executing a Participant Release.

7. Number of Participants. The number of students participating in the EMS Program who are assigned to the PROVIDER shall be determined by mutual agreement of the Parties.

8. Vehicle Assignment. Per Applicable Law, 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 experience.

9. Student Operation of Vehicles Prohibited. Students are not authorized to drive any PROVIDER vehicle but may ride in such vehicles during their participation in this program when driven by a PROVIDER employee.

10. HIPAA – Confidentiality. The COLLEGE and all participants in the EMS Program shall maintain the confidentiality of all patient/victim information received while participating in the EMS Program through PROVIDER and shall be required to execute the above-mentioned release and waiver which includes a confidentiality provision relating to patient/victim privacy. During and after the term of this Agreement, the COLLEGE and all student participants in the EMS Program receiving field training experience shall abide by all Health Insurance Portability and Accountability Act ("HIPAA") rules and regulations, and any other federal, state, and local laws, rules, and regulations related to patient/victim health information. All information obtained directly from a victim/patient and/or from victim/patient health records shall be held in strict confidence pursuant to applicable federal, state, and local laws, rules, and regulations, including but not limited to the HIPAA. In the event of an accident or incident, the victim/patient may be identified only as permitted by applicable federal, state, and local

laws, rules, and regulations. In the event of a student's failure to comply with the confidentiality requirements stated herein, or his/her refusal to execute the release required by PROVIDER, he/she may be denied access to or removed from participating in the EMS Program field experience training with PROVIDER, in the sole and absolute discretion of PROVIDER. The COLLEGE shall defend, indemnify, and hold harmless the PROVIDER for any and all violations of federal, state, and local laws, rules, and regulations concerning patient/victim privacy and confidentiality of records, when committed by the COLLEGE or its employees, agents or students.

11. Term. The term of this Agreement shall be from the last date of final execution to January 30, 2021.

12. Termination. Either party may terminate this Agreement for any reason by providing thirty 30 days written notice of termination to the other party hereto. If such notice is given unilaterally by PROVIDER or COLLEGE, PROVIDER agrees those students enrolled at the time in the COLLEGE EMS Program may be permitted to complete their field training experience pursuant to and under this Agreement in the sole discretion of the PROVIDER on the condition the COLLEGE continues to abide by the provisions of this Agreement with regard to the students.

13. Discrimination. The COLLEGE 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, sexual orientation, color, ancestry, national origin, physical disability (mental or physical), gender, gender identity, gender expression, genetic info, and military or veteran status, 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 not limited to, the following:

- a. Denying any person or providing to any person any service or benefit which is different or is provided in different manner or at a different time from that provided to other persons under this Agreement.
- b. Subjecting any 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 any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving a similar service or benefit.
- d. Treatment of any person differently from others in determining whether he/she has satisfied any eligibility, membership, or other requirement or condition which individuals must meet in order to be provided the same or similar service or benefit.
- e. The assignment of times or places for the provision of services on

the basis of race, religion, medical condition, disability, marital status, sex, age or sexual orientation of the eligible person to be served.

14. Insurance. COLLEGE shall purchase and maintain during the duration of this Agreement and after the expiration of this Agreement as provided below, the following insurance coverage:

- a. Worker's compensation and employer's liability coverage for COLLEGE's legal and statutory obligations for damages due to bodily injuries either by accident or disease, occurring to COLLEGE's employees, agents, or servants as a result of employment.
- b. General liability covering COLLEGE, its agents, students, employees, and servants for bodily injury personal injury, or property damage claims arising out of the premises, products or activities of the COLLEGE. Minimum limits of liability for the above coverage shall be \$1,000,000 per occurrence and \$3,000,000 aggregate for bodily injury and property damage.
- c. Professional liability covering COLLEGE, its agents, employees, and servants for bodily injury and personal injury claims of victim/patients arising out of the rendering or failure to render care by COLLEGE or its agents, students, employees or servants. Minimum limits of liability shall be \$1,000,000 per incident and \$3,000,000 annual aggregate. In the event such coverage is through a claims-made policy and is either cancelled, replaced or non-renewed, College shall obtain and maintain extended coverage ("tail") insurance covering occurrences during the effective period of this Agreement.
- d. 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 COLLEGE'S general and /or professional liability insurance with blanket policies.
- e. The policies required hereunder shall provide for written notice to PROVIDER at least thirty (30) days prior to the cancellation or modification of any above-mentioned insurance.
- f. COLLEGE 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. PROVIDER shall be named on all policies required under this Agreement as an additional insured per the requirements of this Agreement. Certificates of Insurance must be supplied within five (5) days of effective date of this Agreement, and thereafter prior to the expiration date noted upon each certificate. Such policies and the insurers thereunder shall be subject to reasonable and good faith approval by PROVIDER.

15. Indemnification and Hold Harmless. Each party shall defend, indemnify and hold other party and its officials, officers, employees, agents, volunteers, successors and assigns free and harmless from and against any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any negligent acts, omissions or willful misconduct of the indemnifying party or its officials, officers, employees, agents, volunteers, successors and assigns related to the performance of this Agreement, including attorney's fees and other related costs and expenses; provided, however, that employees of any party shall not be deemed to be agents of any other party for purposes of this Section. The indemnifying party shall defend, at that party's own costs, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the other party or its officials, officers, employees, agents, volunteers, successors or assigns. The indemnifying party shall pay and satisfy any judgment, award or decree that may be rendered against the other party or its officials, officers, employees, agents, volunteers, successors or assigns in any suit, action or other legal proceeding. The indemnifying party shall reimburse the other party and its officials, officers, employees, agents, volunteers, successors or assigns for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Notwithstanding the foregoing, the indemnifying party shall not settle any lawsuit with respect to the other party to this Agreement without such party's consent, which consent shall not be unreasonably withheld.

16. Disputes. COLLEGE shall select and appoint an "Contract Administrator" who shall under the supervision and direction of COLLEGE, 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 COLLEGE 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 resolved within a reasonable period of time by the employees of COLLEGE and PROVIDER who are 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. COLLEGE and PROVIDER agree to continue with the responsibilities under this Agreement during any dispute. Disputes that are not resolved informally by and between COLLEGE 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 County of Riverside.

17. Delivery of Notices.

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

PROVIDER:

COLLEGE:

Corona Fire Department
[INSERT TITLE]
735 Public Safety Way, #201
Corona, CA 92880

Orange County EMT
[INSERT TITLE]
26489 Rancho Parkway
Lake Forest, CA 92630

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.

18. Entire Contract. This Agreement contains the whole contract between the Parties for the provision of the EMS Program. 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 service.

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.

In WITNESS WHEREOF, the duly authorized officials of the Parties hereto have, in their respective capacities, set their hands as of the date first here in above written.

Date: _____

**OCEMT Corp., a California corporation
dba Orange County EMT**

By: _____

Printed Name

Title

By: _____

Printed Name

Title

City of Corona, a California municipal corporation

By: _____

Brian Young, Fire Chief

Attest:

By: _____

Sylvia Edwards, City Clerk

EXHIBIT "A"
PARTICIPANT RELEASE

SEE ATTACHED 2 PAGES TITLED:

"FIRE DEPARTMENT – RIDE ALONG PROGRAM
PARTICIPANT WAIVER & RELEASE"



FIRE DEPARTMENT – RIDE ALONG PROGRAM PARTICIPANT WAIVER & RELEASE FORM

NAME OF PARTICIPANT (“PARTICIPANT”):	
PARTICIPANT ADDRESS:	TELEPHONE:
EMERGENCY CONTACT NAME:	TELEPHONE:
<p>BY EXECUTING BELOW, PARTICIPANT UNDERSTANDS, ACKNOWLEDGES AND AGREES TO THE FOLLOWING (INITIAL EACH):</p> <p>The term “City” shall mean the City of Corona, and the term “Fire Department” shall mean the City Fire Department. The term “Participant Releasors” shall mean the Participant and his or her personal representatives, heirs, next-of-kin, employees, agents, successors and assigns. The term “City Releasees” shall mean the City of Corona and its officials, officers, employees, agents, volunteers, successors and assigns, including, but not limited to, those of the Fire Department. The term “Program” shall mean accompanying one or more sworn or non-sworn members of the Fire Department during the performance of their duties, which may include, but are not necessarily limited to, observing, participating and riding as a guest or observer in a Fire Department vehicle and otherwise accompanying a member of the Fire Department during the active performance of official duties. _____ (Initial)</p> <p>THE UNDERSIGNED PARTICIPANT STATES THAT HE OR SHE IS PHYSICALLY FIT AND ABLE to participate in the Program. _____ (Initial)</p> <p>THE UNDERSIGNED PARTICIPANT HAS MADE A VOLUNTARY REQUEST FOR PERMISSION TO PARTICIPATE IN THE PROGRAM, UNDERSTANDING THAT THERE ARE KNOWN AND UNKNOWN INHERENT RISKS IN THE WORK AND ACTIVITIES OF THE FIRE DEPARTMENT, and understanding that Participant will be subjected to the risk of personal injury, death or property damage arising from or connected with such known and unknown risks, whether or not while using City equipment, supplies and apparatus, some of which risks involve: (1) responding to and being located near vehicle accidents and other incidents on public roads; (2) responding to and being located near structure, brush and other fires; (3) motor vehicles driven by members of the Fire Department or by others; or (4) responding to and being located near criminal and other police incidents, such as violence, speed, assault, riot, breach of peace, explosion or any other occurrences. _____ (Initial)</p> <p>AS CONSIDERATION FOR PARTICIPATION IN THE PROGRAM, THE UNDERSIGNED PARTICIPANT, ON BEHALF OF HIMSELF OR HERSELF AND THE PARTICIPANT RELEASORS, HEREBY ACCEPTS ALL RISKS (KNOWN OR UNKNOWN) associated with participation in the Program, and voluntarily and knowingly assumes all risks. _____ (Initial)</p> <p>THE UNDERSIGNED PARTICIPANT STATES THAT HE OR SHE understands, acknowledges and agrees that participation in the Program may necessitate my receipt and/or access to protected patient/victim health information subject to federal, state, and local privacy laws and regulations, including, but not limited to the Health Insurance Portability and Accountability Act (“HIPAA”). Participant shall maintain the confidentiality of all patient/victim information received while participating in the Event, and at all times thereafter. Participant agrees to comply with all relevant provisions of federal, state, and local privacy laws, rules, and regulations, including but not limited to HAPAA, and any privacy and patient health information policies and procedures of City. Participant accepts and assumes full responsibility and liability for any and all violations of the above referenced laws and regulations that Participant commits while participating in the Event, and agrees that if any patient information or security policies and procedures are knowingly or inadvertently breached to immediately notify the City. _____ (Initial)</p>	

**CITY OF CORONA
FIRE DEPARTMENT – RIDE ALONG PROGRAM
PARTICIPANT WAIVER & RELEASE FORM**

AS CONSIDERATION FOR PARTICIPATION IN THE PROGRAM, THE UNDERSIGNED PARTICIPANT, ON BEHALF OF HIMSELF OR HERSELF AND THE PARTICIPANT RELEASORS, HEREBY RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE the City Releasees from and for any and all liability for any loss or damage to the Participant, the Participant Releasors, or any other property or person, including third parties, and from and for any claims or demands related to any loss, damage, cost or injury, including wrongful death, to any property or persons, including without limitation the person or property of the Participant, the Participant Releasors or any other person or third party, whether directly or indirectly caused by any known or unknown act, omission or willful conduct of the Participant, the Participant Releasors, the City Releasees, or any other person or third party which is in any way related to the Program and whether or not while using City equipment, supplies and apparatus. _____
(Initial)

AS CONSIDERATION FOR PARTICIPATION IN THE PROGRAM, THE UNDERSIGNED PARTICIPANT, ON BEHALF OF HIMSELF OR HERSELF AND THE PARTICIPANT RELEASORS, HEREBY AGREES TO DEFEND, INDEMNIFY AND SAVE AND HOLD FREE AND HARMLESS the City Releasees from any and all liability from loss, damage, cost or injury, including wrongful death and including without limitation the payment of attorneys' fees, to any property or persons, including third parties, in any manner arising out of or incident to any acts, omissions or willful misconduct of Participant or the Participant Releasors in any way related to participation in the Program and whether or not while using City equipment, supplies and apparatus. The Participant shall defend, at his or her own expense, including attorneys' fees, the City Releasees in any action or proceeding, legal, administrative or otherwise, based upon such acts, omissions or willful misconduct. _____ (Initial)

THE UNDERSIGNED PARTICIPANT, ON BEHALF OF HIMSELF OR HERSELF AND THE PARTICIPANT RELEASORS, ACKNOWLEDGES that this Form is intended to be, and shall be, interpreted and applied as broad and inclusive as is permitted by federal, state and local laws, rules and regulations, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. _____ (Initial)

THE UNDERSIGNED PARTICIPANT HAS READ, UNDERSTANDS AND VOLUNTARILY SIGNS THIS FORM, and makes the following additional representations: (1) Participant has received a copy of the Fire Department’s guidelines for the Program and will strictly abide by such and any other safety requirements and instructions given to Participant by members of the Fire Department or any and all other City personnel; (2) valuable legal rights are being given up by executing this Form; (3) the advice of an attorney can be sought before executing this Form; (4) this Form shall be binding upon the Participant and the Participant Releasors; and (5) this Form is being signed of free will and no written or oral representations, statements or inducements, apart from the foregoing written provisions, have been made to induce Participant to execute this Form. _____ (Initial)

THE UNDERSIGNED PARTICIPANT REPRESENTS THAT HE OR SHE IS EITHER AGE EIGHTEEN (18) OR OLDER, OR HAS HAD A PARENT OR LEGAL GUARDIAN EXECUTE AND INITIAL THIS FORM along with him or her and accept full responsibility for all terms and conditions of this Form. _____ (Initial)

SIGNATURE OF PARTICIPANT:	DATE:
SIGNATURE OF PARENT OR LEGAL GUARDIAN:	DATE:
IF PARTICIPANT IS UNDER THE AGE OF 18. ALSO INITIAL EACH ABOVE PROVISION.	
CAPTAIN APPROVAL:	DATE:
Date/Times of Participation: _____ / _____ am/pm to _____ am/pm	