

36499

AGREEMENT BETWEEN
PALOMAR COMMUNITY COLLEGE DISTRICT
AND
CITY OF LONG BEACH FIRE DEPARTMENT

THIS AGREEMENT made and entered into this 1st day of August 2022 by the Palomar Community College District, a public entity, hereinafter referred to as the "DISTRICT" and **City of Long Beach Fire Department**, hereinafter referred to as the "EMT-P SERVICE PROVIDER".

I. BASIC AND PURPOSE OF THE AGREEMENT

WITNESSETH:

WHEREAS, the DISTRICT is hereby authorized to enter into this agreement as permitted by California Education Code Section 78240.

WHEREAS, the DISTRICT and EMT-P SERVICE PROVIDER acknowledge a public obligation to contribute to the education of paramedics for the benefit of the students and for community needs.

WHEREAS, the DISTRICT has established a program for training paramedics that requires the educational facilities of the EMT-P SERVICE PROVIDER in field practice.

WHEREAS, the EMT-P SERVICE PROVIDER owns and operates **Long Beach Fire Department, 3205 N Lakewood Blvd, Long Beach, CA 90808**, having field facilities suitable for the educational needs of the DISTRICT paramedic program.

WHEREAS, it is to the mutual benefit of both the DISTRICT and EMT-P SERVICE PROVIDER that students have opportunities for field education as students and future practitioners.

NOW, THEREFORE, the DISTRICT and the EMT-P SERVICE PROVIDER mutually agree as follows:

II. RESPONSIBILITIES AND PRIVILEGES OF THE DISTRICT

FOR THE PROGRAM IN GENERAL

- A. The DISTRICT assumes full responsibility for offering an educational program eligible for accreditation by the State Department of Education and the San Diego County Division of Emergency Medical Services.
- B. The DISTRICT will provide the same quality of educational program in the paramedic program as it does in all other curriculum offerings at the DISTRICT.
- C. The word "faculty" as used herein means the DISTRICT faculty engaged in teaching in the DISTRICT paramedic program. The words "student" or "students" as used herein means students of the DISTRICT who are enrolled in the DISTRICT paramedic program.
- D. The DISTRICT will select and train preceptors in cooperation with the EMT-P SERVICE PROVIDER staff.

CLINICAL INSTRUCTION

- A. The DISTRICT will provide the necessary faculty to plan and coordinate the field experience for paramedic students. Said faculty will assume responsibility for monitoring EMT-P students while assigned to the EMT-P SERVICE PROVIDER.
- B. The DISTRICT will develop a plan for using the EMT-P SERVICE PROVIDER'S facilities to meet the educational goals of the curriculum. This plan will include a list of the number of hours involved and shall be made available to the EMT-P SERVICE PROVIDER at a mutually agreed upon time prior to the beginning of the school term and subject to revision by the EMT-P SERVICE PROVIDER in instances where conflicts with the EMT-P SERVICE PROVIDER seem to exist.
- C. The DISTRICT will assume responsibility for determining the final evaluation grade relative to the student's performance after consultation with student's file preceptor.
- D. The faculty will be responsible for learning and observing the policies and regulations of both DISTRICT and EMT-P SERVICE PROVIDER as they apply to the circumstances of the field teaching.
- E. The DISTRICT is responsible to assure that students assigned to the EMT-P SERVICE PROVIDER for field internship meet both DISTRICT and EMT-P SERVICE PROVIDER standards of health and have the academic ability to profit from the experience.
- F. The DISTRICT will require that all instructors and students during assignment to the EMT-P SERVICE PROVIDER comply with the same administrative policies as the employees in matters relating to the welfare of the patient.

DISTRICT PRIVILEGES

- A. The DISTRICT has the privilege of regularly scheduled meetings with EMT-P SERVICE PROVIDER staff and administrative level representatives for the purpose of interpreting, discussing and evaluating this educational program for training paramedics.

III. RESPONSIBILITIES AND PRIVILEGES OF THE EMT-P SERVICE PROVIDER

GENERAL RESPONSIBILITIES

- A. The EMT-P SERVICE PROVIDER will maintain the standards which made it eligible for approval as a field area for instruction in an accredited paramedic program; provided, however, the EMT-P SERVICE PROVIDER shall not be obligated to establish, maintain or continue any facilities or services that the EMT-P SERVICE PROVIDER, in its sole discretion, does not wish to establish, maintain or continue.
- B. The EMT-P SERVICE PROVIDER will permit the faculty and students of the DISTRICT to use its patient care and patient service facilities for field education in accordance with policies, procedures and protocols of the San Diego County Division of Emergency Medical Services.
- C. The EMT-P SERVICE PROVIDER will accept field internship EMT-P students in a number mutually agreed upon by the DISTRICT and EMT-P SERVICE PROVIDER.

FACILITIES AND SUPPLIES

- A. The EMT-P SERVICE PROVIDER will permit the educational use of such supplies and equipment as are commonly available for patient care.

- B. The EMT-P SERVICE PROVIDER will provide access to sources of information for educational purposes, subject to the EMT-P SERVICE PROVIDER'S right to protect the privacy of the patient.

Examples:

1. Procedure guides, policy manuals.
2. Standard field references such as medical dictionary, diagnostic texts; pharmacology references, standard references suitable to the field area and care program.

STAFF PARTICIPATION IN EDUCATION

- A. The EMT-P SERVICE PROVIDER will recommend staff to function as preceptors for paramedic students during the field internship. The ratio of preceptors to students shall not exceed one to one.
- B. Preceptors will attend a training session for the purpose of orienting them to the educational program and evaluation procedures.
- C. Preceptors will assist with the education and evaluation of paramedic students during the EMT-P SERVICE PROVIDER field internship.
- D. Preceptors will remain employees of the EMT-P SERVICE PROVIDER and will not be considered employees of the DISTRICT.

EMT-P SERVICE PROVIDER PRIVILEGES

- A. The EMT-P SERVICE PROVIDER may refuse educational access to its field areas or records to any DISTRICT faculty or students who do not meet the EMT-P SERVICE PROVIDER'S standards.
- B. The EMT-P SERVICE PROVIDER may resolve any problem situation in favor of the patient's welfare and may restrict the student involved.

STATUS OF STUDENTS

- A. Students will have the status of learners and will not replace EMT-P SERVICE PROVIDER staff nor give service to patients apart from its educational value.
- B. Students are subject to the authority, policies and regulations of the DISTRICT. They are also subject, during field assignment and while in the EMT-P SERVICE PROVIDER, to the authority, policies and regulations of the EMT-P SERVICE PROVIDER.
- C. Students will wear the designated uniform in field areas.

IV. LIABILITY STATUS OF CONTRACTING AGENCIES

- A. The DISTRICT shall carry professional liability insurance (malpractice) covering students of the DISTRICT during assignment with EMT-P SERVICE PROVIDER.
- B. The DISTRICT shall carry public liability insurance (malpractice) covering faculty members of the DISTRICT during assignment with the EMT-P SERVICE PROVIDER.

- C. The DISTRICT shall carry Workers' Compensation Insurance covering its faculty and students while at the EMT-P SERVICE PROVIDER (pursuant to California Labor Code Section 3368).
- D. DISTRICT shall indemnify, and hold harmless the EMT-P SERVICE PROVIDER from and against any and all liability arising from any negligent act or omission to act of DISTRICT'S students or instructors during the field internship.
- E. EMT-P SERVICE PROVIDER shall indemnify and hold harmless DISTRICT from and against any and all liability arising from any negligent act of EMT-P SERVICE PROVIDER, its officers, agents or employees.

PRIVACY

- A. DISTRICT, instructors and students shall at all times maintain and respect the privacy and confidentially of all patient information.

THIS AGREEMENT shall be effective on August 1, 2022 and shall terminate on June 30, 2025, unless terminated earlier for cause by either party with thirty- (30) day's prior written notice. Under no circumstances shall this contract exceed three program years. If problems arise during the tenure of this agreement, the respective parties shall, by mutual consent, review the content and if necessary, revise the contract as deemed appropriate.

Notice of DISTRICT'S termination of agreement will be sent to:

Contracts Office
 Attn: Allen Young
 Palomar Community College District
 1140 West Mission Road
 San Marcos, CA 92069-1487

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as indicated below:

PALOMAR COMMUNITY COLLEGE DISTRICT

CITY OF LONG BEACH FIRE DEPARTMENT

Ann Jensen
 Ann Jensen, Director
 Business Services

Sandra J. Jabum for
 Tom Modica, City Manager

1/11/2023
 Date

1/27/2023
 Date

EXECUTED PURSUANT
 TO SECTION 301 OF
 THE CITY CHARTER.

APPROVED AS TO FORM
JANUARY 26 2023
 DAWN MCINTOSH, City Attorney
 By *[Signature]*
 ARTURO D. SANCHEZ
 DEPUTY CITY ATTORNEY

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CITY OF LONG BEACH FIRE DEPARTMENT



 Ann Jensen, Director
 Business Services

 Tom Modica, City Manager

11/11/2023

 Date

 Date

APPROVED AS TO FORM

 DAWN MCINTOSH, City Attorney

By _____
 ARTURO D. SANCHEZ
 DEPUTY CITY ATTORNEY