

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

36449

This COLLEGE/PRE-HOSPITAL PROVIDER AGREEMENT (hereinafter referred to as "Agreement") is entered into by and between the OCEMT Corp, (hereinafter referred to as "COLLEGE") and City of Long Beach (hereinafter referred to as "PROVIDER" or "Long Beach Fire Department"). 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 experience while enrolled in the EMS 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 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 students' 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 correlation with the Oceanside Fire Department 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 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:

## AGREEMENT

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 students' 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. 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 and mutual agreement with the PROVIDER.
  - i. Provide documentation that recognized the EMT – Paramedic program meets national standards and is an accredited program through the Commission on Accreditation of Allied Health Education Programs (CAAHEP) and the Committee on Accreditation for the EMS Professions (CoAEMSP).

- j. Provide PROVIDER a copy of the Emergency Notification Form for each student prior to participation in the EMS Program Field Training.
- k. Shall abide by and shall ensure that its students abide by the Health Insurance Portability and Accountability Act (HIPAA) of 1996 Privacy Rule, which provides for comprehensive Federal protection for the privacy of personal health information.
- l. Shall, prior to each student's or instructor's participation in the program, obtain from each student and instructor, and deliver to PROVIDER, a completed and fully executed **Release and Waiver of All Liability and Assumption of Risk Agreement** holding harmless and releasing the City, its Boards, Commissions, and their officials, employees and agents, from any and all damages or injuries which may occur during the student's or instructor's performance, services, or activities during, related to, or resulting from the Agreement. If a student is also a PROVIDER employee, this condition does not apply.
- m. Warrant that its students and instructors shall be subject to the requirements and restrictions as mutually specified by representatives of the PROVIDER and COLLEGE, and subject to the PROVIDER's pre-screening requirements and the PROVIDER's rules and regulations governing conduct. Such rules and regulations may include, but not be limited to:
  - i. Confidential Student Information- COLLEGE student records shall remain confidential as required by the Family Educational Rights and Privacy Act (FERPA). Neither Party shall release any protected student information without written consent of the student, unless required to do so by law or as dictated by the terms of this Agreement.
  - ii. Pre-Placement Clearances – If COLLEGE students' interactions with minors or other vulnerable people may involve unsupervised contact, COLLEGE students shall be fingerprinted as required by the PROVIDER. All participating COLLEGE students are required to obtain a CTC issued Certificate of Clearance, or similar clearance document, and possess a negative TB test result, dated within the last four years, prior to beginning their field experience.
  - iii. Orientation, Student Safety and Health Risks – PROVIDER shall provide an orientation of its site and all relevant policies and procedures to assigned COLLEGE students and COLLEGE instructors. PROVIDER shall inform the participating University

students of potential health or safety risks associated with the location of their field experience.

2. The PROVIDER shall:
  - a. Provide, at its sole discretion, facilities, staff, materials, and other resources it deems necessary to enhance the learning experiences of students designated by the COLLEGE. The experience for each student shall cover such period of time as shall be specified by the COLLEGE.
  - b. Permit designated students and instructors of COLLEGE to use services of the City as set forth herein. The level of services and the number of students involved will be determined by mutual agreement between the parties.
  - c. Identify PROVIDER employees to serve as preceptors to the students. The final selection of the preceptors shall be made by mutual consent between the PROVIDER and COLLEGE's representative. The preceptors shall serve on a volunteer basis.
  - d. Have the right, after consultation with the COLLEGE, to refuse to accept further work experience of any participating student who in the PROVIDER's sole judgment is not participating satisfactorily in the Program.
  - e. Cooperate with the COLLEGE to help ensure the success of the EMS program.
  - f. Provide a broad experience 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.
  - g. 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 such students. It will be the duty and obligation of the COLLEGE to insure 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 1e 22 of the Code of Regulations.
4. 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. Each student in the EMS Program, prior to beginning field training 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 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. Notwithstanding anything to the contrary in this Agreement, Provider shall have the authority to accept its own employees for field training with Provider on a priority basis, and may accept College students that are not Provider employees as additional students at their sole discretion depending on availability and resources.
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 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 College, 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 states 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 the last date of final execution from the Parties to December 31, 2027.
- b. One hundred eighty (180) days prior to the date of expiration of this Agreement, COLLEGE shall give PROVIDER written notice of whether COLLEGE desires to extend this Agreement or enter into a new agreement with PROVIDER for EMS 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 with no less than one (1) month advanced notice from the effective termination date. Such notice shall include the effective date of termination. 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 pursuant to and under this agreement in the sole discretion of the PROVIDER on the condition the COLLEGE agrees to continue the effectiveness of the provisions of this Agreement with regard to the students.

#### 12. 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, 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 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

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, students, 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. PROVIDER shall be named an additional insured to such policy by endorsement.
- 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 Staff, 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 general and auto liability 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.
- g. It is understood and agreed that Provider is a self-insured public agency.

#### 14. Indemnification and Hold Harmless

To the fullest extent permitted by applicable law, COLLEGE shall indemnify, protect, defend and hold harmless PROVIDER, its agencies, departments, directors, officers, employees, elected and appointed officials and representatives (collectively, "Provider 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 enemy, directly or indirectly arising out of , caused by , or resulting from (1) the services performed hereunder this Agreement by COLLEGE and/or any students, or any part thereof, (2) the Agreement, including any approved amendments or modifications, or (3) any negligent act of omission of COLLEGE and/or its student, officers, employees, subcontractors, agents, or representatives (collectively, "College Liabilities"). This section shall survive the termination of this Agreement.

#### 15. 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 disposed of within a reasonable period of time by the COLLEGE 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. 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 in Los Angeles County.

#### 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  
City of Long Beach Fire Department  
3205 Lakewood Blvd.  
Long Beach, CA 90808

COLLEGE  
Orange County EMT  
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.

#### 17. Entire Contract

This agreement contains the whole contract between the parties for the provision of services described in this Agreement. 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.

DATED: 11-17-22

Orange County EMT (OCEMT Corp)

Name: Corey Gremel

Title: Program Director

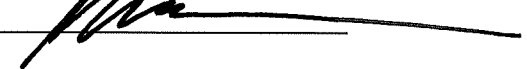
By: 

DATED: 11-17-22

Orange County EMT (OCEMT Corp)

Name: Andrew Kilian

Title: Secretary

By: 

DATED: 12-9-2022

Provider

Name: Sandra F. Jarama

Title: ASST CITY MANAGER

By: Sandra F. Jarama

APPROVED AS TO FORM

DECEMBER 8, 2022

CHARLES PARKIN, City Attorney

By

  
ARTURO D. SANCHEZ  
DEPUTY CITY ATTORNEY

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.