



**City of Sacramento
City Council**

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915 I Street, Sacramento, CA, 95814
www.CityofSacramento.org

Meeting Date: 3/20/2012

Report Type: Consent

Title: Agreement: Training for Emergency Medical Technician Paramedic (“EMT-P”) Students

Report ID: 2012-00182

Location: Citywide

Recommendation: Pass a Resolution: 1) authorizing the City Manager, or his designee, to execute the Training Agreement, attached hereto as Exhibit A and incorporated by reference, for Emergency Medical Technician Paramedic (“EMT-P”) with California State University Sacramento Pre-Hospital Education Program (“CSUS”) for a term of five years, or until terminated by either party; 2) authorizing the City Manager, or his designee, to execute the Training Agreement, attached hereto as Exhibit B and incorporated by reference, for EMT-P with Los Rios Community College District (“LRCCD”) for a term of five years, or until terminated by either party; 3) authorizing the City Manager, or his designee, to execute the Training Agreement, attached hereto as Exhibit C and incorporated by reference, for EMT-P with Northern California Training Institute (“NCTI”) for a term of five years, or until terminated by either party; 4) authorizing the City Manager, or his designee, to execute the Training Agreement, attached hereto as Exhibit D and incorporated by reference, for EMT-P with Emergency Medical Sciences Training Institute (“EMSTI”) for a term of five years, or until terminated by either party; and 5) authorizing the City Manager, or his designee, to adjust the Fire Department’s revenue and expenditure budgets to reflect funds collected under these agreements.

Contact: Joseph A. D. Jackson, Assistant Fire Chief, (916) 808-2250, Fire Department

Presenter: None

Department: Fire

Division: Emergency Medical Response2510

Dept ID: 12001441

Attachments:

- 1-Description/Analysis
- 2-Background
- 3-Resolution
- 4-Contract Status Form
- 5-Exhibit A (Agreement with CSUS)
- 6-Exhibit B (Agreement with LRCCD)
- 7-Exhibit C (Agreement with NCTI)
- 8-Exhibit D (Agreement with EMSTI)

City Attorney Review

Approved as to Form
Lan Wang
3/8/2012 10:38:51 AM

City Treasurer Review

Reviewed for Impact on Cash and Debt
Russell Fehr
2/28/2012 10:30:59 AM

Approvals/Acknowledgements

Department Director or Designee: Ray Jones - 3/7/2012 10:33:55 AM

Description/Analysis

Issue: Due to continuing requirements to provide quality emergency medical services, Sacramento Fire Department (“SFD”) is partnering with California State University Sacramento Pre-Hospital Education Program (“CSUS”), Los Rios Community College District (“LRCCD”), Northern California Training Institute (“NCTI”) and Emergency Medical Sciences Training Institute (“EMSTI”).

This training would be available to individuals that possess a high school diploma or General Education Diploma (“GED”), and a valid EMT certification. The program has drawn the interest of women and minorities of which SFD has a hiring shortfall. This call would also be open to Sacramento Fire Department Emergency Medical Technicians (“EMTs”) who would like to upgrade to Paramedic.

Policy Considerations: This recommendation is consistent with the City Council goal of improving and expanding public safety by providing training and career opportunities to residents in public safety.

Environmental Considerations: This recommendation does not constitute a “project” and therefore is exempt from the California Environmental Quality Act (CEQA) according to Section 15061 (b)(3) and 15378(b)(2) of the CEQA guidelines.

Sustainability: There are no sustainability considerations as listed in the Sustainability Master Plan applicable to approving these training agreements for Emergency Medical Technician Paramedic (“EMT-P”).

Commission/Committee Action: None.

Rationale for Recommendation: It is in the best interest of the City to approve the Agreement Regarding Training for EMT-Paramedic Students for the following reasons:

- This benefits the community at large, employees of the SFD, and the City of Sacramento.
- Community members have an opportunity for quality emergency medical service training at a low cost.
- Paramedic students will receive first hand on-the-job experience by receiving hands-on training in order to complete their course of instruction.

Financial Considerations: No general fund augmentation is being required to execute these agreements.

The training agreements with CSUS, NCTI and EMSTI include an internship fee in the amount of \$2,500 per student, to be paid to the City no less than one week in advance of placing the students in the training program. LRCCD has offered to provide to the City, use of their equipment, facilities and training, in return for a City field internship fee waiver.

The Fire Department's revenue and expenditure budget will be adjusted at the end of each fiscal year to reflect any funds collected under these agreements.

Emerging Small Business Development (ESBD): The City will not be purchasing goods or services under these agreements.

BACKGROUND

In an effort to provide high quality emergency medical services to the community, the senior Fire Department staff and members of City Council proposed to partner with California State University Sacramento Pre-Hospital Education Program (“CSUS”), Los Rios Community College District (“LRCCD”), Northern California Training Institute (“NCTI”) and Emergency Medical Sciences Training Institute (“EMSTI”) to provide education and training to members of the community. These agreements address field precepting that Sacramento Fire Department (“SFD”) would provide required hands-on training for Paramedic students to complete their education. The goals of this program are 1) to provide quality training through a field preceptorship, 2) to build and sustain strong ties between SFD and the community, and 3) to increase the selection pool for future hiring of Emergency Medical Technicians (“EMTs”) and Paramedics at SFD.

Students in the program will participate in field training with a preceptor (paramedic/trainer/ evaluator) from SFD. This preceptorship will provide first hand on-the-job training for students in order to gain experience with treating and caring for patients.

This program helps build and sustain strong ties between SFD and the community. The quality training for EMTs and Paramedics mean better service to the community. Better service to the community would result in a higher level of trust and confidence from the public.

SFD has a historic shortfall of hiring women and minorities in comparison to cities fire departments such as San Francisco and Los Angeles. This low cost training program has drawn the interest of women and minorities within Sacramento. The goal of SFD is to train a diverse group of students that have a desire to serve the public. The people that receive this training will gain the skills necessary for a possible career with SFD, or other medical providers in the community.

Additionally, the program affords the opportunity for employees of SFD who are already EMTs to train and upgrade their skills to the Paramedic level. The benefits for this would be: that the employee gets more job satisfaction; the employer has a more skilled employee; and the public can get a higher level of care from this employee.

In keeping with a long standing partnership, Los Rios Community College District has offered to provide to the City, in return for a City field internship fee waiver, the following:

- Scheduled access to School’s high-fidelity patient management training center equipment and materials;
- Scheduled access to basic classroom space and basic EMS training equipment
- Protected access for the Secured Intern Program EMT and Paramedic courses;
- Training and curriculum development for the Medical Quality Assurance Officers program
- Access on a cost-recovering fee basis for Fire Department employees to

- School's Community Service courses related to EMT, Paramedic and Fire; and
- Pathway partnerships with Fire Department constituency groups to help increase student diversity.

Overall, this program is a great community outreach, recruitment and retention tool. It allows for interested EMT students and SFD EMTs to gain the skills to become Paramedics. It is a win-win situation for SFD and the community that it serves.

RESOLUTION NO.

Adopted by the Sacramento City Council

AGREEMENT: TRAINING FOR EMERGENCY MEDICAL TECHNICIAN PARAMEDIC ("EMT-P")

BACKGROUND

- A. The Sacramento Fire Department ("SFD") proposed to partner with California State University Sacramento Pre-Hospital Education Program ("CSUS"), Los Rios Community College District ("LRCCD"), Northern California Training Institute ("NCTI") and Emergency Medical Sciences Training Institute ("EMSTI") to provide education and training to members of the community.
- B. These agreements address field precepting that SFD would provide required hands-on training for Paramedic students to complete their education. The goals of this program are 1) to provide quality training through a field preceptorship, 2) to build and sustain strong ties between SFD and the community, and 3) to increase the selection pool for future hiring of Emergency Medical Technicians ("EMTs") and Paramedics at SFD.
- C. This program serves as a gateway for students interested in a career with SFD by offering a field internship.
- D. This program had drawn the interest of women and minorities of which SFD has a shortfall.
- E. For the above reasons, staff recommends that City Council authorize the City Manager or designee to execute the Agreement Regarding Training for EMT-Paramedic with CSUS, LRCCD, NCTI, and EMSTI. The term of these agreements are five years. These agreements provides that it may be terminated at any time without cause by either party by giving thirty (30) days written notice of termination to the other party.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

- Section 1. The City Manager, or his designee, is authorized to execute the Training Agreement, attached hereto as Exhibit A and incorporated by reference, for EMT-P with CSUS for a term of five years, or until terminated by either party;
- Section 2. The City Manager, or his designee, is authorized to execute the Training Agreement, attached hereto as Exhibit B and incorporated by reference, for EMT-P with LRCCD for a term of five years, or until terminated by either party;

- Section 3. The City Manager, or his designee, is authorized to execute the Training Agreement, attached hereto as Exhibit C and incorporated by reference, for EMT-P with NCTI for a term of five years, or until terminated by either party;
- Section 4. The City Manager, or his designee, is authorized to execute the Training Agreement, attached hereto as Exhibit D and incorporated by reference, for EMT-P with EMSTI for a term of five years, or until terminated by either party;
- Section 5. The City Manager, or his designee, is authorized to adjust the Fire Department's revenue and expenditure budgets to reflect funds collected under these agreements.

Table of Contents:

- Exhibit A- Agreement Regarding Training EMT-Paramedic Students (CSUS)
Exhibit B- Agreement Regarding Training EMT-Paramedic Students (LRRCD)
Exhibit C- Agreement Regarding Training EMT-Paramedic Students (NCTI)
Exhibit D- Agreement Regarding Training EMT-Paramedic Students (EMTSI)



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AGREEMENT RE TRAINING FOR EMT-PARAMEDIC STUDENTS

This Agreement is made as of _____, by and between the City of Sacramento, through its Fire Department (hereinafter “City” or “Fire Department”) and California State University, Sacramento on behalf of its College of Continuing Education, Pre-Hospital Education Program (hereinafter “School”)

RECITALS

WHEREAS, City is a provider of emergency medical services within the City of Sacramento; and

WHEREAS, School provides instruction to students desiring to become certified as emergency medical technicians and paramedics; and

WHEREAS, School’s students must serve a field internship in order to complete their course of instruction; and

WHEREAS, City is able to provide field internships for some of School’s students; and

WHEREAS, California Health and Safety Code Section 1799.100 provide that:

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, 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.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. City shall provide supervised field experience in its field settings for School’s students for instructional purposes. Students under this program are in attendance with City for educational purposes, and are not employees of either School or City for any purpose. Students are not entitled to compensation for services, employee welfare and pension benefits, or workers’ compensation benefits from City. The days and hours of field experience shall be mutually agreed upon by School and City. In each field setting, a City employee shall be designated to be responsible for evaluating the student’s performance and maintaining all programs reports pertaining to the student’s activities during the field

experience. City shall cooperate with School personnel to prepare a report on each student's ability and performance.

2. School, student, or student's employer shall pay City an internship fee in the amount of \$2500.00, per student, no less than one week in advance of placing student with City. School shall provide and be responsible for all education materials.

3. School certifies that students placed with City will have successfully completed manikin and written testing in endotracheal intubation, as specified for operating room experiences; theory and practice in basic emergency techniques as they apply to this level of instruction, as well as instruction in hazardous materials, infectious disease control (blood borne pathogens), as specified by OSHA for pre-hospital care providers, which include asepsis and aseptic techniques. School shall provide a written policy and procedure for students in the event of field training injury or communicable disease exposure.

4. School certifies that it will have on record for all students placed with City proof of prior immunization for measles, mumps, rubella, polio, Hepatitis B, diphtheria and tuberculosis testing.

5. Students shall be subject to all rules and regulations applicable to City's emergency medical services staff. Additional rules and regulations may be imposed upon students at City's discretion.

6. City may, in its sole discretion, terminate the training of any student at any time without cause.

7. It is understood and agreed that the California State University is a self-insured public agency of the State of California. The University maintains self-insurance programs to fund its General Liability, Professional Liability, Motor Vehicle Liability and Worker's Compensation.

Student Insurance. 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 general and/or professional liability insurance with blanket policies. A certificate of insurance can be obtained upon request for Student Professional Liability.

8. The School shall defend, indemnify, and hold The City, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of The School, its officers, employees or agents. The City shall defend, indemnify, and hold The School, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense,

attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of The City, its officers, employees or agents.

9. Transportation to and from Fire Department work sites shall be the responsibility of the student.

10. It is agreed and understood that the parties to this agreement are independent contractors.

11. The term of this agreement shall be for five years. This agreement may be terminated at any time without cause by either party by giving thirty days written notice of termination to the other party.

12. This agreement represents the entire agreement between the parties. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this agreement not expressly set forth in this agreement, are of no force and effect. This agreement may be modified only by a written amendment signed by both parties.

City of Sacramento

California State University,
Sacramento (school)

BY _____
John Shirey,
City Manager

By _____
Suzanne Swartz,
Contract Administrator

ATTEST:

City Clerk

APPROVED AS TO FORM:

Deputy City Attorney

AGREEMENT RE TRAINING FOR EMT-PARAMEDIC STUDENTS

This Agreement is made as of _____, by and between the City of Sacramento, through its Fire Department (hereinafter "City" or "Fire Department") and Los Rios Community College District (hereinafter "School")

RECITALS

WHEREAS, City is a provider of emergency medical services within the City of Sacramento; and

WHEREAS, School provides instruction to students desiring to become certified as emergency medical technicians and paramedics; and

WHEREAS, School's students must serve a field internship in order to complete their course of instruction; and

WHEREAS, City is able to provide field internships for some of School's students; and

WHEREAS, California Health and Safety Code Section 1799.100 provides that:

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, 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.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. City shall provide supervised field experience in its field settings for School's students for instructional purposes. Students under this program are in attendance with City for educational purposes, and are not employees of either School or City for any purpose. Students are not entitled to compensation for services, employee welfare and pension benefits, or workers' compensation benefits from City. The days and hours of field experience shall be mutually agreed upon by School and City. In each field setting, a City employee shall be designated to be responsible for evaluating the student's performance and maintaining all programs reports pertaining to the student's activities during the field

experience. City shall cooperate with School personnel to prepare a report on each student's ability and performance.

2. School shall provide and be responsible for all education materials.
3. School shall provide to City, in return for a City field internship fee waiver, the following:
 - Scheduled access to School's high-fidelity patient management training center equipment and materials;
 - Scheduled access to basic classroom space and basic EMS training equipment
 - Protected access for the Secured Intern Program EMT and Paramedic courses;
 - Training and curriculum development for the Medical Quality Assurance Officers program;
 - Access on a cost-recovering fee basis for Fire Department employees to School's Community Services courses related to EMT, Paramedic and Fire; and
 - Pathway partnerships with Fire Department constituency groups to help increase student diversity.

Use of college facilities is subject to all college / district policies and regulations.

4. School certifies that students placed with City will have successfully completed manikin and written testing in endotracheal intubation, as specified for operating room experiences; theory and practice in basic emergency techniques as they apply to this level of instruction, as well as instruction in hazardous materials, infectious disease control (blood borne pathogens), as specified by OSHA for pre-hospital care providers, which include asepsis and aseptic techniques. School shall provide a written policy and procedure for students in the event of field training injury or communicable disease exposure.

5. School certifies that it will have on record for all students placed with City proof of prior immunization for measles, mumps, rubella, polio, Hepatitis B, diphtheria and tuberculosis testing.

6. Students shall be subject to all rules and regulations applicable to City's emergency medical services staff. Additional rules and regulations may be imposed upon students at City's discretion.

7. City may, in its sole discretion, terminate the training of any student at any time without cause.

8. School shall maintain insurance policies for Comprehensive General Liability and for Professional Liability and Malpractice, in the amount no less than one million dollars each. School shall provide a certificate of insurance, naming City, its officers, employees, agents, and volunteers as Additional Insured, and requiring notification to City at least thirty days in advance of any material modification or cancellation of coverage.

9. The School shall defend, indemnify, and hold The City, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of The School, its officers, employees or agents. The City shall defend, indemnify, and hold The School, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of The City, its officers, employees or agents.

10. Transportation to and from Fire Department work sites shall be the responsibility of the student.

11. It is agreed and understood that the parties to this agreement are independent contractors.

12. The term of this agreement shall be for five years. This agreement may be terminated at any time without cause by either party by giving thirty days written notice of termination to the other party.

13. This agreement represents the entire agreement between the parties. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this agreement not expressly set forth in this agreement, are of no force and effect. This agreement may be modified only by a written amendment signed by both parties.

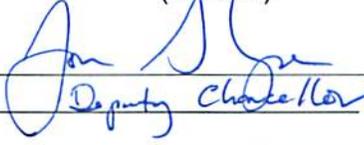
14. Each party to this agreement, for itself, its subcontractors, assignees and successors in interest, agrees not to unlawfully discriminate because of race, color, national origin, religion, sex, sexual orientation, disability, age, veteran status, medical condition (cancer-related) as defined in Section 12926 of the California Government Code, ancestry, or marital status, or citizenship.

15. No Party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempt or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

City of Sacramento

BY _____
John Shirey
City Manager

Los Rios Community College District
(school)

By 
Deputy Chancellor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Deputy City Attorney

Approved as to Form:

J.P. Shing

General Counsel



AGREEMENT RE TRAINING FOR EMT-PARAMEDIC STUDENTS

This Agreement is made as of _____, by and between the City of Sacramento, through its Fire Department (hereinafter “City” or “Fire Department”) and American Medical Response West d/b/a National College of Technical Instruction (NCTI) (hereinafter “School”)

RECITALS

WHEREAS, City is a provider of emergency medical services within the City of Sacramento; and

WHEREAS, School provides instruction to students desiring to become certified as emergency medical technicians and paramedics; and

WHEREAS, School’s students must serve a field internship in order to complete their course of instruction; and

WHEREAS, City is able to provide field internships for some of School’s students; and

WHEREAS, California Health and Safety Code Section 1799.100 provides that:

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, 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.

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5. Students shall be subject to all rules and regulations applicable to City's emergency medical services staff. Additional rules and regulations may be imposed upon students at City's discretion.

6. City may, in its sole discretion, terminate the training of any student at any time without cause.

7. School shall maintain insurance policies for Comprehensive General Liability and for Professional Liability and Malpractice, in the amount no less than one million dollars each. School shall provide a certificate of insurance, naming City, its officers, employees, agents, and volunteers as Additional Insured, and requiring notification to City at least thirty days in advance of any material modification or cancellation of coverage.

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City of Sacramento

American Medical Response West
d/b/a National College of Technical
Instruction (NCTI) (School)

BY _____
John Shirey,
City Manager

By _____
Lawson E. Stuart, RN, MBA, MICP
Executive Director,
Chief Academic Officer

ATTEST:

City Clerk

APPROVED AS TO FORM:

Deputy City Attorney



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City of Sacramento

Emergency Medical Services
Training Institute, (EMSTI) (School)

BY _____
John Shirey
City Manager

By _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

Deputy City Attorney