Meeting Date: **9/16/2014**

Report Type: Consent

Report ID: 2014-00657

City of SACRAMENTO

City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Title: Contract: Training for Emergency Medical Technician-Paramedic (EMT-P) Students

Location: Citywide

Recommendation: Pass a Motion authorizing the City Manager, or his designee, to execute a Training Agreement, attached hereto as Exhibit A, and incorporated by reference, for Emergency Medical Technician Paramedic (EMT-P) with California Fire & Rescue Training Authority (CFRTA) for a term of one year which automatically renews for successive one year terms until terminated by either party giving thirty (30) days written notice.

Contact: Ronald Potter, Assistant Fire Chief, (916) 808-2250, Fire Department

Presenter: None

Department: Fire

Division: Emergency Medical Response2510

Dept ID: 12001441

Attachments:

1-Description/Analysis

2-Exhibit A (Agreement with CFRTA)

City Attorney Review

Approved as to Form
Lan Wang
9/4/2014 9:57:23 AM

Approvals/Acknowledgements

Department Director or Designee: Walter White - 9/2/2014 11:32:44 AM

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Description/Analysis

Issue Detail: Due to continuing requirements to provide quality emergency medical services in the Sacramento region, the Sacramento Fire Department (SFD) is partnering with California Fire & Rescue Training Authority (CFRTA). This partnership will benefit the community at large, employees of the SFD, and the City of Sacramento.

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

Economic Impacts: None.

Environmental Considerations: This recommendation does not constitute a "project" and therefore is exempt from the California Environmental Quality Act (CEQA) according the 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 this training agreement 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 reasonable cost.
- Paramedic students will be provided on the job experience by receiving hands-on training in order to complete their course of instruction.

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.

Financial Considerations: No general fund augmentation is being required to execute this agreement.

The training agreement with CFRTA includes an internship fee in the amount of $2,500 per student to cover the Preceptor Duty Pay agreed to in the current Memorandum of Understanding between the City of Sacramento and Local 522. This fee is to be paid to the City no less than one week in advance of placing the student in the training program.

Local Business Enterprise (LBE): The City will not be purchasing goods or services under this agreement.

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Exhibit A

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 Fire & Rescue Training Authority ("CFRTA") (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 program 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. 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.

8. School hereby agrees to indemnify, defend, and hold harmless City, its officers, employees, agents and volunteers, and each of them, from and against any and all claims, actions, damages, costs, liability, losses, judgments, penalties and expenses of every type and description, including, but not limited to, any fees and/or cost reasonably incurred by City's staff attorney or outside attorneys and any fees and expenses incurred in enforcing this provision (collectively "liabilities") , to which any or all of them may be subjected as a direct or indirect result of City's provision of field experience to students under this agreement, whether or not the liabilities are litigated, settled, or reduced to judgment. School shall, upon City's request, defend at School's sole cost any action, claim or suit which asserts or alleges any such liabilities, whether well founded or not and whether or not such action, claim or suit also asserts or alleges negligent or wrongful conduct by City, its officer, employees, agents or volunteers.

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 one year. This agreement shall automatically renew for one year terms, until terminated by either party. 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

BY_____
John F. Shirey
City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Deputy City Attorney

California Fire & Rescue Training Authority CFRTA (School)

By_____
Executive Director

By_____
Business Manager

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/26/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Commercial Lines - (916) 589-8000
Wells Fargo Insurance Services USA, Inc. - CA Lic#: 0D08408
10940 White Rock Road, 2nd floor
Rancho Cordova, CA 95670-6076

CONTACT NAME: Jon Haney
PHONE (A/C, No, Ext): 916-589-8279 **FAX (A/C, No):** 866-636-7765
E-MAIL ADDRESS: Jon.Haney@wellsfargo.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	American Alternative Insurance Corp	19720
INSURER B :	State Compensation Insurance Fund	35076
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
California Fire & Rescue Training Auth.
9320 Tech Center Dr
Sacramento, CA 95826

COVERAGES **CERTIFICATE NUMBER:** 8083389 **REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X		VFISTR205029407	02/02/2014	02/02/2015	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		155842714	06/01/2014	06/01/2015	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Reference #106-Z336455; City of Sacramento is named as Additional Insured as respects General Liability only for all work performed by or on behalf of our Insured at all locations under contract with Certificate Holder.
30 days notice of cancellation applies per the policy provisions. 10 days notice of cancellation applies for non-payment of premium.

CERTIFICATE HOLDER

City of Sacramento
c/o EBIX RCS
Ref #106-Z336455
PO Box 257
Portland, MI 48875-0257

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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(This certificate replaces certificate# 7248854 issued on 2/3/2014)

(2) Provides us with written authorization to:
(a) Obtain records and other information related to the "suit"; and
(b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as **SUPPLEMENTARY PAYMENTS**. Notwithstanding the provisions of paragraph 2.b.(2) of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as **SUPPLEMENTARY PAYMENTS** ends when:

a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
b. The conditions set forth above, or the terms of the agreement described in paragraph f. above, are no longer met.

SECTION II. WHO IS AN INSURED

1. If you are:
   a. An organization other than a partnership, joint venture or limited liability company, you are an insured.
   b. A partnership or joint venture, you are an insured. Your members and your partners are also insureds, but only within the course and scope of your operations.
   c. A limited liability company, you are an insured. Your members are also insureds, but only within the course and scope of your operations. Your managers are insureds, but only within the course and scope of your operations.

2. In addition to you, each of the following is an insured:
   a. **Volunteers and Employees.** Your volunteers, "employees", elected or appointed officers, directors, commissioners or trustees, but only for acts within the course and scope of their employment by you, membership with you or authorized duties on your behalf.
   b. **Medical Directors.** Physicians who are your medical directors, but only for acts within the course and scope of their medical director duties on your behalf.
   c. **Good Samaritans.** Your volunteers, "employees", elected or appointed officers, directors, commissioners or trustees while acting as a Good Samaritan independently of his or her activities on your behalf, but only when he or she encounters the scene of an emergency requiring sudden action. In no event will such person who responds to the scene of an emergency with or for any other emergency service organization be an insured.
   d. **Owners of Commandeered Equipment.** The owner of commandeered equipment other than an "auto" is an insured while the equipment is in your temporary care, custody or control and is being used as part of an "emergency operation".
   e. **Real Estate Managers.** Any person or any organization while acting as your real estate manager.
   f. **Blanket Additional Insureds.** Any person or organization required to be an additional insured under an "insured contract", if agreed to by you prior to the "bodily injury", "property damage", "personal and advertising injury", or "medical incident", but only with respect to liability arising out of your premises or operations.

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3. **Mobile Equipment.** With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to "property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

4. **New Organizations.** Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
   a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
   b. **COVERAGE A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization;
   c. **COVERAGE B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization; and
   d. **COVERAGE C** does not apply to a "medical incident" that took place before you acquired or formed the organization.

   No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III. LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:
   a. Medical expenses under **COVERAGE D**;
   b. Damages under **COVERAGE A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
   c. Damages under **COVERAGE B**; and
   d. Damages under **COVERAGE C**;

   for each Named Insured shown in the Declarations and each "location" owned by or rented to you.

3. The Products - Completed Operations Aggregate Limit is the most we will pay under **COVERAGE A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard", for each Named Insured shown in the Declarations.

4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under **COVERAGE B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Subject to 2. or 3. above, whichever applies, the Each Occurrence or Medical Incident Limit is the most we will pay for the sum of:
   a. Damages under **COVERAGES A** and **C**; and
   b. Medical expenses under **COVERAGE D**;

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